***United States Court of Appeals***

***for the Second Circuit***




# APPELLANT'S BRIEF & APPENDIX

75-1405

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

DOCKET NO. 75-1405

UNITED STATES OF AMERICA,

Appellee,

-against-

ALGIS GALL,

Defendant-Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

and appendix

BRIEF FOR DEFENDANT-APPELLANT

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To be argued by
HAROLD L. GOERLICH

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UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT
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UNITED STATES OF AMERICA,

Appellee,

-against- DOCKET NO. 75-1405

ALGIS GALE,

Appellant.

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## Preliminary Statement

This is an appeal from judgment rendered on November 7, 1975, convicting the appellant after a trial by jury of all three counts of an indictment charging that the defendant, did knowingly and wilfully make a false fictitious and fraudulent statement as to a material fact in a matter within the jurisdiction of the Veterans Administration and Federal Housing Authority. (18 U.S.C., sections 1001, 1010 and 2). The appellant was sentenced to a term of two years on each count, sentences on counts 3 and 4 to run concurrently with sentence imposed on count 2, count 1 of the indictment being dismissed. (Bramwell, H., Trial and Sentence). The appellant is presently at liberty on bail pending appeal.

## Questions Presented

1. Did the court below commit reversible error by giving an instruction to the jury that count 1 being dismissed,

the government would be allowed to prove facts of prior similar acts in connection with other counts of the indictment?

2. Did the court below commit reversible error by allowing testimony of the appellant's participation in charged rental and sale of properties and in allowing collateral immaterial evidence to support these assertions?

3. Did the government fail to prove the appellant was responsible for the employment records as charged in the indictment?

4. Should the instant indictment have been dismissed because of the undue delay occurring from the time of the incident to the time of the filing of the indictment?

5. Did the government fail to prove the appellant guilty of the crimes charged beyond a reasonable doubt?

## STATEMENT OF FACTS

### The Indictment

In an Indictment filed on July 3, 1974, the appellant Algis Gale was charged in four counts, the first count alleging that a mortgage applicant, Rudman, while purchasing the premises did not intend to live in said premises; second count in that the appellant knew the mortgage applicant, Muskelly, was not employed as stated in the mortgage application; count three that the appellant, Algis Gale, knew that the mortgage applicant Cuevas, was not employed as stated in the mortgage application; and count four that the appellant, Algis Gale, knew that the mortgage applicant, Jackson, was not employed as stated in the mortgage application, all in violation of T-18, U.S.C. Sections 1001, 1010 and 2.

## The Evidence at the Trial

William Gorman, employed by the Federal Housing Authority in New York (T 18)*, identified FHA folder No. 373 169702 (T 21), identified as belonging to Guillermo Cuevas (T 22) and stated that he was the one who now makes the final evaluation of the said folder and stated that the applicant, Cuevas, employment verification was sent by mail to the applicant's employer who completed it and sent it back to his office at the Federal Housing Authority (T 23), and that a favorable report was received in the file. He further stated that the commitment was received from the Bedford Stuyvesant Restoration Corp (T 33). He further identified FHA folder No. 373169699 regarding an application by Jackson (T 34). He further stated that both applications could only come from approved lenders, one being the Delta Capitol Corporation and the other being the Bedford-Stuyvesant Restoration Corporation (T 44) and that the credit reports were obtained from the licensed lenders, Delta Capitol Corporation and Bedford-Stuyvesant Restoration Corporation, who he relied on (T 45). That the Federal Housing Authority could not deal with anyone else but licensed lenders. He further stated

* T - Refers to Minutes of Trial.

the first time he saw either folder was the day before he testified (T 55). Mr. Gorman further stated (T 57) that only a licensed lender could obtain verification of employment forms. Mr. Starkey testified that he was employed by the Veterans Administration (T64-65) as a Chief Loan Processor and identified VA case no. 495 (T 69) regarding one Muskelly and that Muskelly's application was sponsored by Public Equities (T 70). He stated that he only reviewed the instant file the day before (T 80), and that the lender is required to obtain a credit report from a bonifide credit report agency and supply it with the application (T 81) and that he made spot checks as a back up, and that no forms are supplied to any lawyers, real estate brokers or other ones except lenders (T 83). That the lender in this case file was Mid-Island Equities Corp. (T 86) and that Public Equities obtained a credit report.* Cuevas testified that he worked for Evergreen Motors (T 95-96) and that he never was employed by Los Antillos Motors. He identified his signature on FHA form number 2900, mortgage application (T 103) and on form number 2004G verification of employment and on the application and commitment form as well. He went to the closing (T 107) and that he went to United Institutional Servicing

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* The government introduced the three folders into evidence.

Corporation for the closing (T 128). Cuevas was temporarily excused and Nolivos testified as to bank deposit accounts. Cuevas stated he was never served with any papers regarding property he purchased but he admitted that he had signed the document in that proceeding*. He admitted he had a lawyer at the closing by the name of Arnold Bruno (T 162). A Mrs. Malaret (T 200) testified as to a lease on the Cuevas property as did a Mrs. Bony (T 205). A Mrs. Mathis then testified that she had a dressmaking place for 5 years and that she verified the employment record of Muskelly (T 219) and that she did it on the request of her former husband and that she had never met the defendant-appellant (T 224) and did not know him. Her husband, Frank Mathis, testified that he located the applicant Muskelly ( T 230) and that he went to a closing which he wasn't sure but he believed to be United Institutional Servicing Corporation (T 232) in Hempstead; that the name Surratt was his first cousin (T 238) and that he asked his wife for employment verification (T 239). He also said the defendant was known by the name of Norman Ushkow (T 243). Norman Ushkow testified as a witness subsequently. Mr. Cuoco testified as to bank accounts of Muskelly

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* Defendant produced court exhibits from the New York State Supreme Court.

(T 254-259). A Bessie Muskelly testified as the mother of applicant, Muskelly, (T 272) and stated that he was ill in the hospital and that she did not know whether he was employed by Florence Fashions (T 275) or that her son knew Frank Mathis (T 276). A Sylvester Rowe testified that at the closing he represented Muskelly and that the defendant, Jack Mayer, Stahlberg and a lawyer were present (T 279), and that he signed Muskelly's name at the closing (T 281) and that he was promised no money to go to the closing (T 286). Mr. Lacina testified as an agent of the Federal Bureau of Investigation regarding handwriting samples*. A Mr. Avignone testified he was from the FBI laboratory in Washington, D.C. and was a qualified expert in the field of questioned documents (T 298); that the handwriting samples were not done in the eight-day delinquency period (T 313). Jackson testified that he signed on the FHA form number 2004 (T 321); that he signed FHA form number 2561 (T 326) and that he signed an affidavit to help get a loan** (T 328). He was shown some other documents which he

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* The government produced handwriting samples of Cuevas, Jackson and Muskelly.

** The government produced an affidavit which stated that Jackson intended to get married, reside with his new wife and that's why he wanted to buy the two-family house.

denied he had signed. He denied that he worked for S & S Construction Company (T 327), that he had signed an affidavit for a legal aid lawyer named Yellnick (T341) but did not know how his signature got there (T 342); that he attended Norfolk STate College and that he was not in the habit of signing his name without reading the papers. He didn't recall seeing the FHA forms but it was his signature on them (T 349); that he did buy a house recently in his own name (T 358) and that he obtained a VA mortgage. The defense called as its first witness, Diane Adams, who testified that she was the loan processor of the Bedford-Stuyvesant Restoration Corporation and stated from her record that Cuevas had applied for a mortgage with his attorney; that she had sent out verification requests and used Roy Clark Service Agency for verification; that the Algis Gale name was not on her papers, and further that she assigned her file, after a firm commitment, to United Institutional Services Corporation for closing (T 400-410). Government's second witness, Roider, testified that he collected mortgage payments on the Jackson property from former owner Jones who knew of foreclosure. Government's third witness, Devine of Credit Bureau of Greater New York and O'Dweyer of Roy Clark Service Agency both testified that their firms did the credit checks and employers verification on all three

properties - Cuevas, Muskelly and Jackson. Government witness Berius testified that Cuevas worked in Los Antillos Motors in an executive sales position. Nelson testified that Cuevas' file came from United Institutional Services Corporation from Lowell Weinerman, R & W Associates and that Cuevas had signed both an escrow letter and answer in foreclosure. Martines and Gomez stated they saw Cuevas sell cars at Los Antillos Motors. Silverman, the attorney for United Institutional Servicing Corporation testified that all their forms of the lending institution were strictly complied with. Levinson, the foreclosure attorney for United Institutional Servicing Corporation said Cuevas interposed an answer in foreclosure*. Cardillo and Martinez said they saw Jackson at the office of S & S Construction Company and at the Jamaica office of Gale. Gordon, bookkeeper, said he kept books and records of S & S Construction Company and that Jackson was listed in the books as an employer**. Gomez also stated he met Mathis and Muskelly and bought and now owns Muskelly's house. Renahan stated he was associated with Public Equities Corporation and

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* Court papers of Kings County Supreme Court introduced into evidence.

** Ledger book introduced into evidence by defendant.

that the Muskelly file was assigned to Mid-Island Equities Corporation for further processing. Buscemi, an attorney who closed the Muskelly property stated he checked identification of purchaser thoroughly. Mayer, the seller of the Muskelly property attended closings with Muskelly and his lawyer.

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For identification: In the three Counts, the properties subject to application are located in Brooklyn at:

Guillermo Cuevas - 719A Quincy Street
Otha Wray Muskelly - 668 Halsey Street
Charles Jackson, Jr. - 183 Covert Street

## The Defense

The appellant, Gale, rested after defense witnesses at the close of the case. The appellant, Gale, supplied defense witnesses to show that he was not the party involved in any manner or form with the possession, processing, signing or filling out of any application forms or verification forms.

## POINT I

THE COURT BELOW COMMITTED REVERSIBLE ERROR BY INSTRUCTING THE JURY THAT GALE'S PARTICIPATION IN THE DISMISSED FIRST COUNT OF THE INDICTMENT REGARDING PRIOR AND SUBSEQUENT SIMILAR ACTS THUS ALLOWING COLLATERAL AND IMMATERIAL STATEMENTS TO SUPPORT THESE ASSERTIONS TO INFLUENCE THE JURY TO THE PREJUDICE OF GALE.

The court stated:

> "Ladies and Gentlemen of the Jury, the Government has permitted Count One of the indictment to be dismissed. However, the Government intends to put into proof facts which would have been relevant in this particular case, and to show this situation as a prior similar act by the defendant in connection with the other counts of this indictment."

although such Count of the indictment had been dismissed. It is clear that the instruction and no further proof by the government as to show a common plan or scheme was prejudiced to Gale in the eyes of the jury by proving bad character. The prosecution clearly sought to have the jury draw an inference on extrinsic evidence to the prejudice of Gale. Under this circumstance a new trial is warranted.

## POINT II

THE COURT BELOW COMMITED REVERSIBLE ERROR BY ALLOWING TESTIMONY OF THE APPELLANT'S PARTICIPATION IN CHARGED RENTAL AND SALE OF PROPERTIES AND IN ALLOWING COLLATERAL IMMATERIAL EVIDENCE TO SUPPORT THESE ASSERTIONS

At (T 109 and 171) twenty-two rent receipts were marked for identification and were presented to Cuevas, and he was asked if they were his signature. Cuevas said no and the twenty-two rent receipts were not offered into evidence. The government knew that when it asked Cuevas about the rent receipts Cuevas would deny his signature, but did so only to inflame a prejudice against Gale, to show a collateral issue not in evidence, intended only to persuade the jury in a wrong fashion. The offer into evidence (T 191 and 207) by tenant did not clarify but only added confusion to issue charged in the indictment. The rent bond (T 244) marked for identification by the government also served no useful purpose except to confuse the jury. The testimony of Avignone (T 296-312) the handwriting expert, was inconclusive and inaccurate, but by the formal staged presentation gave the effect of being positive. Avignone stated that the tests were made beyond the maximum period and were in effect delinquent (T 313) and as Avignone stated (T 311), "I was unable to reach a conclusion", yet Avignone stated question document #1 Request for Verification of Employment FHA form 2004G of

Jackson (T 309) was consistent with the known writing of Jackson. On Cuevas, (T 311) Avignone could neither identify or non-identify the signature. As to Muskelly (T 304) Avignone stated, "I feel like a no-identification .....because the writer of government exhibit #6 (Muskelly) could have conceivably, with some possibility just messed up one signature". Obviously all for show and collateral use to influence the jury to the prejudice of Gale. For these reasons a new trial should be directed.

## POINT III

### THE GOVERNMENT FAILED TO PROVE THE APPELLANT WAS RESPONSIBLE FOR THE EMPLOYMENT RECORDS AS CHARGED IN THE INDICTMENT

There is no positive proof that Gale did pass, utter or publish any statement knowing the same to be false or willfully overvalued any income record. There was no intent shown that he possessed or altered or forged any employment verification. To the contrary, the government failed to prove that Gale aided, abetted, induced or procured the making of the employment record. In Cuevas application, it was initiated at Bedford-Stuyvesant Restoration Corporation, under the personal control of Diane Adams, information, interview and processing all had at their office in association with Cuevas attorney, Bruno (T 400). The evidence proves that Gale had no part in the preparation or handling of Cuevas employment verification as charged, and further the absence of the employer from trial court from which we can infer a favorable response. All we have is Cuevas saying no, he never worked there (T 96) but in a place in front of Los Antillos Motors called Evergreen Motors although he met Gale at Los Antillos Motors once when he was helping out there (T 98). But we have Adams, Funding companies, attorneys, credit checking companies, all processing the loan - not Gale. There is no testimony that he was involved with the verification

of employment of Cuevas. As to Muskelly, there is no testimony, since Muskelly did not testify, that Gale assisted in any fashion in the employment verification. Florence Mathis testifies that she signed the verification (T 220) and that it was false and that she did it to help out a friend of her former husband (T 219). F. Mathis stated she never met Gale (T 221) but that Muskelly was a friend of her former husband (T 222). Frank Mathis stated (T 230) that he knew Muskelly from his brother's house as a tenant (T 239) and that Frank Mathis took him to a closing (T 231). No where is there any testimony regarding Gale, or his alleged involvement with employment verification - again contrary wise - Frank Mathis was solely involved with employment and employment verification. To further show how little knowledge he had of Gale, he said (T 243) Gale used the name Norman Ushkow, a witness who later testified for the government. Gale, therefore, did not prepare, induce, publish, pass or utter any material concerning the employment verification of Muskelly. As to Jackson, his employer S & S Construction Company did not take the stand, but a representative, the bookkeeper Gordon did and produced the ledger showing Jackson as employed. Jackson admits he signed FHA form 2900-1 (T 326) stating that he was employed as a foreman for S & S Construction Company yet he states he didn't work there (T 237). Again to point up a very important detail Jackson admits he signed the form, but no where does Jackson state that Gale made, passed, uttered,

published, forged the form or the employment verification request. Jackson does state though that he knows Frank Mthis (T 334) and also he admits he signed an affidavit dated June 28, 1972 (T 340) but doesn't know how his signature got there. At (T 348-349) on form FHA 2004F he doesn't know how his signature got on the form, and at (T 356-357) on the contract to purchase the property at 183 Covert Street, Brooklyn, New York he again admits his signature to be on the document, but does not know how it got there. Jackson admits his signature on most of the documents listed above but no where is there any testimony that Gale had in any way, manner or form anything to do with the forms. The record is void of such testimony.

Recapping the three employment verification forms as charged in the indictment, there is no record of any act by Gale that he was responsible for these forms. Therefore the government failed to prove, not only by a reasonable doubt, but in no manner that Gale was responsible for the employment records as charged in the indictment. The failure of proof should result, therefore, in retrial, or dismissal of the indictment.

## POINT IV

THE LONG DELAY IN PROCEEDING TO AN INDICTMENT PREJUDICED THE APPELLANTS SO AS TO DENY THEM DUE PROCESS OF LAW AND A FAIR TRIAL.

The evils of undue delay in bringing prosecutions have been clearly recognized. Thus the United States Supreme Court in Toussie v. United States, 397 U.S. 112, specifically stated (in the context of the statute of limitations) a major evil of delayed prosecution:

> "This section is designated to protect individuals from having to defend themselves against charges when basic facts may have become obscured by passing of time and to minimize danger of official punishment because of acts in the distant past."

See also United States v. Ewell, 383 U.S. 116, 122; United States v. Marion, 404 U.S. 307; United States v. Scully, 415 F.2d 680 (2nd Cir., 1969); United States v. Daly, 454 F.2d 505 (1st Cir., 1972). Corpus Juris Secondum in discussing the reasons for barring stale claims states:

> "Such statutes are founded on the liberal theory that prosecutions should not be allowed to ferment endlessly in the files of government to explode only after witnesses and proof necessary to the protection of accused have by sheer lapse of time passed beyond availability 22 CJS 5 233, pg. 574".

Courts, keeping in mind the aim of statutes of limitations, have consistently construed them liberally in favor of defendants. United States v. Satz, 109 F. Supp. 94 (D.C.N.Y. 1952); 22 C.J.S., Criminal Law SEction 224, p.575.

In United States v. Marion, the Supreme Court even indicated the possible applicability of the fifth and sixth amendment rights to due process of law and a fair trial where a defendant could demonstrate actual prejudice arising by the government's delay, and a purposeful design by the prosecution to gain a tactical advantage. This the Court held coulc occur irrespective of the Statute of Limitations. See also United States v. Napue, 401 F.2d 107 (7th Cir., 1968) cert denied 393 U.S. 1024. In the case at bar the indictment which was filed on July 3, 1974 alleged the commission of crimes in December of 1971, March of 1971 and January of 1971, and March of 1972, more than four years earlier.

Since the prosecution's case at trial was in essence based solely on forms and documents there is no legitimate reason why the government should have waited three years to initiate a prosecution.

Under the circumstances the only inference that can be drawn is that the government deliberately delayed so as

to obtain a tactical advantage in violation of explicit judicial pronouncements. See United States v. Marion, 404 U.S. 307. The prejudice to the appellant was also severe. It must be recalled that because of the lapse of time the appellant was unable to reconstruct the circumstance of each closing in question so as to recall where they were and what they were doing on the day of the alleged closing. In this very Court in United States v. Feinberg, 383 F.2d 60 (2nd Cir., 1967) at page 65 stated:

> "Though prejudice is not to be presumed it may well be that pre-arrest delay may impari the capacity of the accused to prepare his defense and if so much impairment may raise a due process claim under the fifth amendment (Powell v. U.S., 352 F.2d 705, 707) or a sixth amendment claim based upon the speedy trial guarantee, U.S. v. Simmon, 338 F.2d 806; U.S. v. Dickerson, 347 F.2d 784; Chapman v. U.S., 705.
>
> For this reason we must inquire whether there is a plausible claim of prejudice from the delay in arrest. See Jackson v. U.S., 351 F.2d 821, 823 (1965); such a claim may arise if a key defense witness or valuable evidence is lost. See Petition of Provoo, 17 FRD 183 203 (D.Md) aff'd. 350 U.S. 856, if the defendant is unable credibly to reconstruct the events of the day of the offense, see Jackson v. U.S., 351 F.2d 823, if the present recollection of the government or defense witness is impaired, Ross v. U.S., 349 F.2d 210 (D.C. Cal. 1965), because if any of the events occur the reliability of the proceeding for the purposes of determining guilt becomes suspect".

See also United States v. Giacalona, 477 F.2d 1277 (6th Cir., 1973).

In determining violations of the fifth amendment due process requirement with respect to long delays in commencing prosecutions, it appears from recent Supreme Court pronouncements that the "balancing test is applicable in which both the conduct of the prosecutor and the defendant are weighed." Barker v. Wingo, 407 U.S. 514, 530 (1972). In the case at bar the prosecution has established no legitimate valid reason for the delay in question and the appellant has amply demonstrated the prejudice inureing to him as a result of the government's acts. Under these circumstances the appellant's motion to dismiss the indictment should have been granted.

## POINT V

THE PROSECUTION FAILED TO PROVE THE APPELLANT'S GUILT BEYOND A REASONABLE DOUBT AND A JUDGMENT OF ACQUITTAL SHOULD HAVE BEEN DIRECTED.

To prevail in a criminal prosecution it is firmly established that the government is required to prove the defendants guilt beyond a reasonable doubt. Crawford v. United States, 375 F.2d 332 (1967); United States v. Johnson, 371 F.2d 800; United States v. McKenzie, 301 F.2d 880; United States v. Casey, 428 F.2d 229. The United States Supreme Court in the recent case of Mullaney v. Wilbur, 17 CrL 3063, emphasized the importance of the reasonable doubt standard in the context of our judicial system. The Court aptly stated at 17 CrL 3068: (June 9, 1975)

> "The requirement of proof beyond a reasonable doubt has a vital role in our criminal procedure for cogent reasons. The accused during a criminal prosecution has at stake interests of immense importance, both because of the possibility that he may lose his liberty upon conviction and because of the certainty that he would be stigmatized by the conviction....
>
> Moreover, use of the reasonable doubt standard is indispensable to the respect and confidence of the community in applications of the criminal law. It is critical that the moral force of the criminal law not be diluted by a standard of proof that leaves people in doubt whether innocent men are being condemned."

If the evidence presented does not meet the requisite standard of proof the trial judge is obligated to grant a motion for a directed verdict of acquittal. Rule 29, Federal Rules of Criminal Procedure; United States v. Taylor, 464 F.2d 240 (2nd Cir. 1972).

From an examination of all the evidence in the case at bar it is clear that the government failed to meet the required standard of proof. Throughout the long trial no impartial witness was able to identify the appellant, Gale, as having signed or prepared or submitted the loan application. Rather the government's entire case implicating Gale rested upon the testimony of an unindicted group of co-conspirators. The United States Supreme Court in Crawford v. United States, 212 U.S. 183 (1909) recognized the weakness of the kind of testimony given by Mathis and Rowe. The Court specifically stated:

> "The testimony of a confessed accomplice is less reliable than that or an ordinary witness of good character...the evidence of such a witness ought to be received with the greatest care and caution."

Sylvester Rowe, an admitted forger of Muskelly documents, and Frank Mathis who alone asked for and obtained false employment for Muskelly, and of Charles Jackson, Jr. a college educated witness who could not explain how his admitted signature was on most of the documents and on Oscar Cuevas who denied all, yet was identified at closing and court proceedings and signed and admitted owning the property of the closings he attended.

An examination of all the testimony shows Cuevas went to Bedford-Stuyvesant Corporation, Diane Adams, and applied for a mortgage. Yet he denied it on the stand, and further witness testified to his participation in a closing and later in a Supreme Court proceeding in Kings County for foreclosure - yet he denied it all. Three further witnesses testified that he worked at Los Antillos Motors yet he denied it all. It would appear that he protests too much. Funding companies, licensed lenders, credit bureaus, attorneys, Bedford-Stuyvesant Restoration Corporation, fellow workers, all of whom had nothing to gain by their testimony - but obviously Cuevas had by denying it all.

In the second indictment Muskelly did not testify, his mother did though she knew nothing of the property transaction. If he was too sick to testify, then a deposition should have been taken, otherwise there is no positive proof as to the charge in the indictment. Frank Mathis admits he knew Muskelly and that Mathis alone, with no mention of Gale, obtained from his wife Florence a false record of employment. Also Mathis was the one to take Muskelly to the closing. No where is there any testimony that Gale caused Muskelly to fill out any VA forms or to obtain false employment records. In fact there is no evidence that Muskelly ever knew or was acquainted with Gale. Gomez testified that he purchased the property from Muskelly, with Mathis help, but with no help or assistance from Gale, who again was not even mentioned in the closing.

An examination of Charles Jackson, Jr.'s testimony shows that he is a college educated man, single, who just recently purchased a home for himself without the assistance of a lawyer - yet on the property in Count 4 on the indictment, he admitted his signature on most of the closing papers, and even on an extra affidavit, yet just couldn't explain how his signature got there. Alphonso Gordon, a bookkeeper for S & S Construction Company stated that Charles Jackson's name was repeatedly in the records and the ledger was put in evidence. In the motion for judgment of acquittal which was denied, the following facts were brought before the court:

It would appear there is ample proof that the VA and FHA applications of the three main witnesses were all processed by licensed lenders, checked by recognized credit bureaus and closed by attorneys and title companies. No where in this chain of proceeding has any proof been established that Gale filled out or caused to fill out, or influence or enticed any improper information. Jackson, Muskelly and Cuevas all admitted they signed the applications as well as other forms - and none of them said that Gale did or forced them to or assisted or told them what to put on the forms. In simple language, the government did not prove in any manner that Gale did the crime of which he is charged - procuring false employment records. To the contrary, witness testified

that such places of employment not only existed but the two respective applicants worked there and the other knew or was caused to know of the arrangement made for him by Frank Mathis, again not Gale. Under the indictment in this case, the government was limited to establishing as false, in fact the false employment of the witnesses. by Gale. These charges were not proved and the evidence was to the contrary, and in light of the inconsistencies of the three witnesses of the government named in the indictment and their motive to lie, as against numerous witnesses with no motive to lie, their testimony was insufficient upon which to ground a guilty verdict thereby overcoming the presumption of innocence. Under the circumstances, the motion to acquit should have been granted.

## Conclusion

The government has not sustained the burden of proving guilt beyond a reasonable doubt. They have not sustained the burden in proving that the appellant, Gale, was involved or did procure or did assist or pass or utter any of the three employment verifications statements as alleged in the indictment. By not sustaining the burden the matter in simple essence could be retried but conclusively since the burden of proof was not sustained the indictment should be dismissed on all counts.

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DOCKET

| | |
|---|---|
| INDICTMENT. | JULY 3, 1974 |
| ARRAIGNMENT | JULY ]], 1974 |
| CONVICTION AFTER TRIAL, APPEAL FILED | AUGUST 6, 1974 |
| MOTION TO ACQUIT DENIED | AUGUST ]2, 1975 |

S & S Contracting Corp.
204-206 Jamaica Ave
Brooklyn, New York.

# Alfonza Gordon Sr.. Accountant

211-17 JAMAICA AVENUE • QUEENS VILLAGE, NEW YORK 11428

(212) 740-3030

Feburary 5, 1974

S & S Contracting Corp.
204-205 Jamaica Ave
Brooklyn, New York

Attn: S. Schneider

Dear Sir;
Please find attached, cash receipt ledger and ledger for Distribution of Expenses as per your request.

The figures herewith were taken from records, paper and loose accounts as given by management, Due to the fact that your records were not complete I was not able to verify all exact dates, but the months are correct.

Yours Truly;

Alfonza Gordon Sr.

| | | | | | | | | | | | | | |
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| | ① | ② | ③ | ④ | ⑤ | ⑥ | ⑦ | ⑧ | ⑨ | ⑩ | ⑪ | ⑫ | |
| | | | Date | Amount | | | | | | | | | |
| 1 | | | | 2650 00 | | New Istand Investor | | | | | | | 1 |
| 2 | | | | 4800 00 | | 1736 President ST Corp | | | | | | | 2 |
| 3 | | | | 3500 | | County Line Coll. Corp. | | | | | | | 3 |
| 4 | | | | 1020 00 | | Empbanque Corp | | | | | | | 4 |
| 5 | | | | 1350 00 | | Fred Cohn | | | | | | | 5 |
| 6 | | | | 6810 - | | S. Downer Realty. | | | | | | | 6 |
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NATIONAL | 17-712 WHITE LEDGER

| | Date 1969 | To whom paid | (1) Amount | (2) Outside contractor | (3) Material | (4) Rent | (5) Supplies | (6) Telephone utilities | (7) Advertising Insurance | (8) Repairs | (9) Professional fees | (10) Taxes Licenses | (11) Account | (12) Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Jan. | ABC supply | 326 50 | | 326 50 | | | | | | | | | | 1 |
| 2 | | Tri city Lumber | 149 00 | | 149 00 | | | | | | | | | | 2 |
| 3 | | Behrer plumbing | 45 11 | | 45 11 | | | | | | | | | | 3 |
| 4 | | Atlantic Supply | 39 67 | | 39 67 | | | | | | | | | | 4 |
| 5 | | Chimorle supply | 145 00 | | 145 00 | | | | | | | | | | 5 |
| 6 | | Ny. Telephone. | 265 00 | | | | | 265 00 | | | | | | | 6 |
| 7 | | Jumperez | 386 50 | 386 50 | | | | | | | | | | | 7 |
| 8 | | Alfredo Contero. | 597 25 | 597 25 | | | | | | | | | | | 8 |
| 9 | | Charles Jackson | 647 00 | 647 00 | | | | | | | | | | | 9 |
| 10 | | Nathan Ehery | 215 00 | 215 00 | | | | | | | | | | | 10 |
| 11 | | Con Ed. | 101 00 | | | | | 101 00 | | | | | | | 11 |
| 12 | | Goldberg & Son | 325 00 | | 325 00 | | | | | | | | | | 12 |
| 13 | | All City Elec. Supply | 117 00 | | 117 00 | | | | | | | | | | 13 |
| 14 | | Gates Lumber. | 210 07 | | 210 07 | | | | | | | | | | 14 |
| 15 | | Port Key Bro. | 467 00 | | 467 00 | | | | | | | | | | 15 |
| 16 | | Atl city Ins. | 260 00 | | | | | | 260 00 | | | | | | 16 |
| 17 | | City Collector | 150 00 | | | | | | | | | 150 00 | | | 17 |
| 18 | | Phil Powell | 500 00 | 500 00 | | | | | | | | | | | 18 |
| 19 | | Larry Patterson | 865 00 | 865 00 | | | | | | | | | | | 19 |
| 20 | | Charles Jackson | 86 50 | 86 50 | | | | | | | | | | | 20 |
| 21 | | Alfredo Cento. | 125 60 | 125 00 | | | | | | | | | | | 21 |
| 22 | | Juan Perez | 200 00 | 200 00 | | | | | | | | | | | 22 |
| 23 | | S F S Service Sta. | 68 00 | | | | | | | | | | Auto Exp | 68 00 | 23 |
| 24 | | | | | | | | | | | | | | | 24 |
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| | DATE 1969 | To Whom Paid | Amount | outside contractor | Material | Rent | Supplies | Telephone Utilities | Advertising Insurance | Repairs | Professional Fees | Taxes Licenses | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Feb | L Smith & Co. | 121 00 | | 121 00 | | | | | | | | | | 1 |
| 2 | | allied maint. | 75 00 | | | | | | | | | | Rutfield Repairs | 75 00 | 2 |
| 3 | | State Insurance | 175 00 | | | | | | 175 00 | | | | | | 3 |
| 4 | | collins Bro. | 50 00 | | 50 00 | | | | | | | | | | 4 |
| 5 | | auto craft. | 31 75 | | | | | | | | | | Auto | 31 75 | 5 |
| 6 | | johnson Lbr. | 9 65 | | 9 65 | | | | | | | | | | 6 |
| 7 | | Reeves Elec. | 8 50 | | 8 50 | | | | | | | | | | 7 |
| 8 | | Charles Jackson | 325 00 | 325 00 | | | | | | | | | | | 8 |
| 9 | | Juan Perez | 125 00 | 125 00 | | | | | | | | | | | 9 |
| 10 | | alfredo Contano | 325 00 | 325 00 | | | | | | | | | | | 10 |
| 11 | | Nathan Elevry | 109 00 | 109 00 | | | | | | | | | | | 11 |
| 12 | | phil powell. | 700 50 | 700 50 | | | | | | | | | | | 12 |
| 13 | | Pubio Contano | 400 00 | 400 00 | | | | | | | | | | | 13 |
| 14 | | Weinstein Flour. | 171 01 | | 171 01 | | | | | | | | | | 14 |
| 15 | | Portney Lumber | 365 00 | | 365 00 | | | | | | | | | | 15 |
| 16 | | Behrman Mason Supply | 111 00 | | 111 00 | | | | | | | | | | 16 |
| 17 | | Tri City Lumber | 25 60 | | 25 60 | | | | | | | | | | 17 |
| 18 | | all city Elec. | 31 00 | | 31 00 | | | | | | | | | | 18 |
| 19 | | N.W. paint. | 2 65 | | | | | | | 2 65 | | | | | 19 |
| 20 | | martins paint | 12 13 | | | | | | | 12 13 | | | | | 20 |
| 21 | | Bates Lumber. | 47 61 | | 47 61 | | | | | | | | | | 21 |
| 22 | | S&S Service Stat. | 129 77 | | | | | | | | | | Auto | 129 77 | 22 |
| 23 | | Charles Jackson | 200 00 | 200 00 | | | | | | | | | | | 23 |
| 24 | | Stoffregn Bro. | 35 60 | | | | | | | | | | Auto | 35 60 | 24 |
| 25 | | N.Y. Telephone. | 87 50 | | | | 87 50 | | | | | | | | 25 |
| 26 | | Con Ed. | 65 20 | | | | 65 20 | | | | | | | | 26 |
| 27 | | National press | 45 50 | | | | | | 45 50 | | | | | | 27 |
| 28 | | City of Mul. | 100 00 | | | | | | | | 100 00 | | | | 28 |
| 29 | | | | | | | | | | | | | | | 29 |
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2700 - RbT Sloom
3860 - Wordon assoc.
1850 - H DA
960 - F. Lisboa.
760 -

50000 R & T. Sloan
37500 New Island Investors
1000 - 68 Schoffer Dr.
1500 - 800 Green ave.
750 - Mari Gold Realty
67500 F. Lisboa.

| | 1969 | To whom paid | Amount | Outside Contractor | Material | Rent | Supplies | Telephone Utilities | Advertising Insurance | Repairs | Professional Fees | Taxes Licenses | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Mar | Allen printing | 37 00 | | | | | | 35 00 | | | | | | 1 |
| 2 | | J. Smith & Co. | 21 20 | | 21 20 | | | | | | | | | | 2 |
| 3 | | city Collector | 25 00 | | | | | | | | | 25 00 | | | 3 |
| 4 | | United Shavings | 150 00 | | 150 00 | | | | | | | | | | 4 |
| 5 | | american Supply | 15 65 | | 15 65 | | | | | | | | | | 5 |
| 6 | | Allens Stationery | 38 60 | | | | 38 60 | | | | | | | | 6 |
| 7 | | N.y. Telephone | 105 71 | | | | | 105 71 | | | | | | | 7 |
| 8 | | Fields Bro. | 35 00 | | | | | | | 35 00 | | | | | 8 |
| 9 | | Portney Bro Lumber | 158 25 | | 158 25 | | | | | | | | | | 9 |
| 10 | | Goldberg & Son | 81 25 | | 81 25 | | | | | | | | | | 10 |
| 11 | | A & E Supply | 165 00 | | 165 00 | | | | | | | | | | 11 |
| 12 | | Gates Lumber | 11 21 | | 11 21 | | | | | | | | | | 12 |
| 13 | | chimerie Supply | 81 71 | | 81 71 | | | | | | | | | | 13 |
| 14 | | Martin paint | 16 87 | | 16 87 | | | | | | | | | | 14 |
| 15 | | Con Ed. | 35 40 | | | | | 35 40 | | | | | | | 15 |
| 16 | | S & S Service Stat. | 41 20 | | | | | | | | | | auto | 41 20 | 16 |
| 17 | | Central Service | 61 00 | | | | | | | 61 00 | | | | | 17 |
| 18 | | Brown's Employment | 200 00 | | | | | | | | | | office help | 200 00 | 18 |
| 19 | | Martin Bro. | 86 00 | | 86 00 | | | | | | | | | | 19 |
| 20 | | chimerie Supply | 76 50 | | 76 50 | | | | | | | | | | 20 |
| 21 | | A & E Supply | 25 25 | | 25 25 | | | | | | | | | | 21 |
| 22 | | Tri city Lumber | 52 91 | | 52 91 | | | | | | | | | | 22 |
| 23 | | all City Supply | 99 75 | | 99 75 | | | | | | | | | | 23 |
| 24 | | Gates Lumber | 38 41 | | 38 41 | | | | | | | | | | 24 |
| 25 | | charles Jackson | 461 75 | 461 75 | | | | | | | | | | | 25 |
| 26 | | Nathan Elevy | 50 00 | 50 00 | | | | | | | | | | | 26 |
| 27 | | phil powell | 456 00 | 456 00 | | | | | | | | | | | 27 |
| 28 | | Larry Patterson | 1000 00 | 1000 00 | | | | | | | | | | | 28 |
| 29 | | pablo Centeno | 312 00 | 312 00 | | | | | | | | | | | 29 |
| 30 | | Alfredo Centeno | 95 00 | 95 00 | | | | | | | | | | | 30 |
| 31 | | Ivan perez | 125 00 | 125 00 | | | | | | | | | | | 31 |

NATIONAL 17-712 WHITE LEDGER

| | Date 1969 | To whom paid | (1) Amount | (2) Outside contractors | (3) Material | (4) Rent | (5) Supplies | (6) Telephone Utilities | (7) Advertising Insurance | (8) Repairs | (9) Professional Fees | (10) Taxes Licenses | (11) Account | (12) Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Apr | Brown's Employment | 150 00 | | | | | | | | | | Office help | 150 00 | 1 |
| 2 | | Ny. Telephone | 79 50 | | | | | 79 50 | | | | | | | 2 |
| 3 | | National press | 40 25 | | | | | | 40 25 | | | | | | 3 |
| 4 | | S & S Service etc | 12 500 | | | | | | | | | | Auto | 125 00 | 4 |
| 5 | | Central City Service | 7 500 | | | | | | 75 00 | | | | | | 5 |
| 6 | | City Collector | 125 00 | | | | | | | | | 125 00 | | | 6 |
| 7 | | Rito Rotary | 42 40 | | | | | | | 42 40 | | | | | 7 |
| 8 | | Goldsmith Bro. | 60 00 | | | | 60 00 | | | | | | | | 8 |
| 9 | | Charley Jackson | 45 050 | 45 050 | | | | | | | | | | | 9 |
| 10 | | Nathan Ehrmy | 175 00 | 175 00 | | | | | | | | | | | 10 |
| 11 | | Alfredo Centeno | 501 50 | 501 50 | | | | | | | | | | | 11 |
| 12 | | Juan Perez | 300 00 | 300 00 | | | | | | | | | | | 12 |
| 13 | | Pablo Carreno | 45 000 | 45 000 | | | | | | | | | | | 13 |
| 14 | | A & E Supply | 965 00 | | | 965 00 | | | | | | | | | 14 |
| 15 | | Gotz Lumber | 642 00 | | | 642 00 | | | | | | | | | 15 |
| 16 | | Gotz Lumber | 197 00 | | | 197 00 | | | | | | | | | 16 |
| 17 | | Tri City Lumber | 125 00 | | | 125 00 | | | | | | | | | 17 |
| 18 | | All city Elec. | 170 00 | | | 170 00 | | | | | | | | | 18 |
| 19 | | Martin's paint | 65 00 | | | 65 00 | | | | | | | | | 19 |
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| | 1969 | To whom paid | Amount | Contractor | Material | Rent | Supplies | Utilities | Insurance | Repairs | Fuel | Discounts | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | May | Martin paint | 27 00 | | 25 00 | | | | | | | | | | 1 |
| 2 | | Winstein paint | 9 65 | | 9 65 | | | | | | | | | | 2 |
| 3 | | A & E supply | 41 35 | | 41 35 | | | | | | | | | | 3 |
| 4 | | Chimerica supply | 21 11 | | 21 11 | | | | | | | | | | 4 |
| 5 | | Goldberg & son | 16 75 | | 16 75 | | | | | | | | | | 5 |
| 6 | | portnoy Bro lumber | 21 17 | | 21 17 | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 2 65 | | 2 65 | | | | | | | | | | 7 |
| 8 | | Behrel Supply Muson | 35 65 | | 35 65 | | | | | | | | | | 8 |
| 9 | | Burman & co. | 14 50 | | 14 50 | | | | | | | | | | 9 |
| 10 | | all city Elec. | 75 50 | | 75 50 | | | | | | | | | | 10 |
| 11 | | New York tele | 45 00 | | | | | 45 00 | | | | | | | 11 |
| 12 | | Con Ed. | 35 60 | | | | | 35 60 | | | | | | | 12 |
| 13 | | city collector | 25 00 | | | | | | | | | 25 00 | | | 13 |
| 14 | | Goldsmith Bro | 16 50 | | | | 16 50 | | | | | | | | 14 |
| 15 | | Goldberg & Son | 17 50 | | 17 50 | | | | | | | | | | 15 |
| 16 | | Chimerica Supply | 33 21 | | 33 21 | | | | | | | | | | 16 |
| 17 | | " " | 11 65 | | 11 65 | | | | | | | | | | 17 |
| 18 | | A & E Supply | 17 85 | | 17 85 | | | | | | | | | | 18 |
| 19 | | " " | 11 20 | | 11 20 | | | | | | | | | | 19 |
| 20 | | " " | 17 10 | | 17 10 | | | | | | | | | | 20 |
| 21 | | portnoy lumber | 125 65 | | 125 65 | | | | | | | | | | 21 |
| 22 | | Mavin paint. | 71 00 | | 71 00 | | | | | | | | | | 22 |
| 23 | | all city Elec. | 1 21 | | 1 21 | | | | | | | | | | 23 |
| 24 | | Gates lumber | 7 65 | | 7 65 | | | | | | | | | | 24 |
| 25 | | all city Elec | 8 95 | | 8 95 | | | | | | | | | | 25 |
| 26 | | Hall's Elec. | 41 00 | | 21 00 | | | | | | | | | | 26 |
| 27 | | Martin paint. | 7 65 | | 7 65 | | | | | | | | | | 27 |
| 28 | | Charles Jackson | 39 00 00 | 39 00 00 | | | | | | | | | | | 28 |
| 29 | | Juan perez | 200 - | 200 00 | | | | | | | | | | | 29 |
| 30 | | alfredo Contend | 175 00 | 175 00 | | | | | | | | | | | 30 |
| 31 | | M. Cardillo | 500 00 | 500 00 | | | | | | | | | | | 31 |
| 32 | | | | | | | | | | | | | | | 32 |

| | Date 1969 | To whom paid | Amount | outside contractor | Material | Rent | Supplies | Telephone utilities | advertising Insurance | Repairs | professional fees | Taxes Licenses | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | June | Baxter Mason Supply | 14500 | | 14500 | | | | | | | | | | 1 |
| 2 | | Tri city Lumber | 3130 | | 3130 | | | | | | | | | | 2 |
| 3 | | all city Elec. | 2360 | | 2360 | | | | | | | | | | 3 |
| 4 | | Martin paint | 1950 | | 1950 | | | | | | | | | | 4 |
| 5 | | Gates Lumber | 4319 | | 4319 | | | | | | | | | | 5 |
| 6 | | Charles Jackson | 27500 | 27500 | | | | | | | | | | | 6 |
| 7 | | Shoffner Bro. | 18650 | | | | | | | | | | Auto | 18650 | 7 |
| 8 | | Con Ed. | 4500 | | | | | 4500 | | | | | | | 8 |
| 9 | | N.Y. tele | 17600 | | | | | 17600 | | | | | | | 9 |
| 10 | | J. Smith + Co. | 7125 | | 7125 | | | | | | | | | | 10 |
| 11 | | allied maint | 7500 | | | | | | | | | | Rubbish | 7500 | 11 |
| 12 | | collins Bro. | 1120 | | 1120 | | | | | | | | | | 12 |
| 13 | | Auto Dept. | 1700 | | | | | | | | | | Auto | 1700 | 13 |
| 14 | | Rocca Elec. | 2165 | | 2165 | | | | | | | | | | 14 |
| 15 | | Charles Jackson | 100000 | 100000 | | | | | | | | | | | 15 |
| 16 | | Juan Perez. | 23500 | 23500 | | | | | | | | | | | 16 |
| 17 | | Alfredo Centeno | 16000 | 16000 | | | | | | | | | | | 17 |
| 18 | | Nathan Elevy | 19600 | 19600 | | | | | | | | | | | 18 |
| 19 | | phil Powell | 67100 | 67100 | | | | | | | | | | | 19 |
| 20 | | Pueblo Centeno | 8900 | 8900 | | | | | | | | | | | 20 |
| 21 | | A & E Supply Co. | 11700 | | 11700 | | | | | | | | | | 21 |
| 22 | | Chimelie Supply | 11200 | | 11200 | | | | | | | | | | 22 |
| 23 | | Goldberg & Son | 8500 | | 8500 | | | | | | | | | | 23 |
| 24 | | N.Y. tele. | 2500 | | | | | 2500 | | | | | | | 24 |
| 25 | | Tri City Lumber | 17000 | | 17000 | | | | | | | | | | 25 |
| 26 | | Martin paint | 6510 | | 6510 | | | | | | | | | | 26 |
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NATIONAL | 17-712 WHITE LEDGER

| | Date 1969 | To Whom paid | (1) Amount | (2) Outside contractor | (3) Material | (4) Rent | (5) Supplies | (6) Telephone with T-J | (7) Advertising Insurance | (8) Repairs | (9) Fees | (10) Taxes & Licenses | (11) Account | (12) Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | July | Con Ed. | 8950 | | | | | 8950 | | | | | | | 1 |
| 2 | | Goldberg Bros | 1450 | | 1450 | | | | | | | | | | 2 |
| 3 | | all city Elec. | 1840 | | 1840 | | | | | | | | | | 3 |
| 4 | | Gates Lumber | 12150 | | 12150 | | | | | | | | | | 4 |
| 5 | | Gates Lumber | 7650 | | 7650 | | | | | | | | | | 5 |
| 6 | | port Hoy Lumber | 3700 | | 3200 | | | | | | | | | | 6 |
| 7 | | City Collector | 19850 | | | | | | | | | 19850 | | | 7 |
| 8 | | phil powell | 6800 | 6800 | | | | | | | | | | | 8 |
| 9 | | Larry Patterson | 46500 | 46500 | | | | | | | | | | | 9 |
| 10 | | Charles Jackson | 30000 | 30000 | | | | | | | | | | | 10 |
| 11 | | alfredo Cento | 15000 | 15000 | | | | | | | | | | | 11 |
| 12 | | Ivan Perez | 17000 | 17000 | | | | | | | | | | | 12 |
| 13 | | SHS Semi Stab | 21000 | | | | | | | | | | acct | 21000 | 13 |
| 14 | | A & C Supply | 1200 | | 1200 | | | | | | | | | | 14 |
| 15 | | Tri city lumber | 950 | | 950 | | | | | | | | | | 15 |
| 16 | | Behrer plumbing | 401 | | 401 | | | | | | | | | | 16 |
| 17 | | chimeric Supply | 6180 | | 6180 | | | | | | | | | | 17 |
| 18 | | Hyg. Tele | 11825 | | | | | 11825 | | | | | | | 18 |
| 19 | | Juan Perez. | 10000 | 10000 | | | | | | | | | | | 19 |
| 20 | | Brown's Employ. | 3850 | | | | | | | | | | off. Help | 3850 | 20 |
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| 1 | | | | | 500 00 | | phil powell | | | | | | | 1 |
| 2 | | | | | 700 00 | | | | | | | | | 2 |
| 3 | | | | | 1450 00 | | explorer Realty | | | | | | | 3 |
| 4 | | | | | 3100 00 | | Quod Realty | | | | | | | 4 |
| 5 | | | | | 75 000 | | | | | | | | | 5 |
| 6 | | | | | 679 00 | | | | | | | | | 6 |
| 7 | | | | | 825 00 | | GCC&STG TK | | | | | | | 7 |
| 8 | | | | | 450 00 | | | | | | | | | 8 |
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| | Date 1969 | To whom paid | Amount | Outside contractor | Material | Rent | Supplies | Telephone utilities | Advertising + Insurance | Repairs | Professional fees | Taxes (not income) | Accounts | Amounts | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Aug. | R.W. paint. | 31 04 | | 31 04 | | | | | | | | | | 1 |
| 2 | | all city Elec. | 42 12 | | 42 12 | | | | | | | | | | 2 |
| 3 | | martin paint | 3 90 | | 3 90 | | | | | | | | | | 3 |
| 4 | | G. Smith & Co | 16 80 | | 16 80 | | | | | | | | | | 4 |
| 5 | | allied maint | 45 00 | | | | | | | | | | Rubbish | 45 00 | 5 |
| 6 | | state Insurance | 22 50 | | | | | | 22 50 | | | | | | 6 |
| 7 | | collins Bro. | 121 10 | | 121 10 | | | | | | | | | | 7 |
| 8 | | auto Corp. | 6 50 | | | | | | | 6 50 | | | | | 8 |
| 9 | | johnson & Co. | 42 00 | | 42 00 | | | | | | | | | | 9 |
| 10 | | Reeves Elec. | 16 00 | | 16 00 | | | | | | | | | | 10 |
| 11 | | Charles Jackson | 265 00 | 265 00 | | | | | | | | | | | 11 |
| 12 | | Juan Perez | 175 00 | 175 00 | | | | | | | | | | | 12 |
| 13 | | Alfredo Contreras | 417 00 | 417 00 | | | | | | | | | | | 13 |
| 14 | | Gates Lumber | 95 12 | | 95 12 | | | | | | | | | | 14 |
| 15 | | S & S Service | 116 80 | | | | | | | | | | auto | 116 80 | 15 |
| 16 | | Charles Jackson | 215 00 | 215 00 | | | | | | | | | | | 16 |
| 17 | | Shaffner Bro. | 29 75 | | | | | | | | | | auto | 29 75 | 17 |
| 18 | | N.Y. Tele | 138 50 | | | | 138 50 | | | | | | | | 18 |
| 19 | | Con Ed | 48 25 | | | | 48 25 | | | | | | | | 19 |
| 20 | | National Press | 61 80 | | | | | | 61 80 | | | | | | 20 |
| 21 | | City of N.Y. | 9 05 | | | | | | | | 9 05 | | | | 21 |
| 22 | | Nathan Elevator | 100 00 | 100 00 | | | | | | | | | | | 22 |
| 23 | | phil powell | 650 00 | 650 00 | | | | | | | | | | | 23 |
| 24 | | Pablo Cantor | 225 00 | 225 00 | | | | | | | | | | | 24 |
| 25 | | Winston Floor | 12 00 | | 12 00 | | | | | | | | | | 25 |
| 26 | | Portney Lumber | 120 00 | | 120 00 | | | | | | | | | | 26 |
| 27 | | Behrer Supply | 86 00 | | 86 00 | | | | | | | | | | 27 |
| 28 | | Tri City Lumber | 178 50 | | 178 50 | | | | | | | | | | 28 |
| 29 | | all city Elec. | 20 00 | | 20 00 | | | | | | | | | | 29 |
| 30 | | Martin paint | 67 50 | | 67 50 | | | | | | | | | | 30 |

| | Date 1969 | To whom paid | Amount | outside contractor | Material | Rent | Supplies | Telephone & Utilities | Advertising & Insurance | Repairs | Professional Fees | Taxes, Permit License | Account | Amounts | |
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| 1 | Sept. | Goldsmith Bro. | 75 00 | | | | 75 00 | | | | | | | | 1 |
| 2 | | N.y. Telephone | 75 00 | | | | | 75 00 | | | | | | | 2 |
| 3 | | Fields Bro. | 20 00 | | 20 00 | | | | | | | | | | 3 |
| 4 | | port Hoy Lumber | 50 00 | | 50 00 | | | | | | | | | | 4 |
| 5 | | Goldberg Bros | 79 58 | | 79 58 | | | | | | | | | | 5 |
| 6 | | S & S. Service Sta | 46 70 | | | | | | | | | | Auto | 46 70 | 6 |
| 7 | | Central Service | 65 40 | | | | | | | 65 40 | | | | | 7 |
| 8 | | Brown's Employment | 35 70 | | | | | | | | | | Office help | 35 70 | 8 |
| 9 | | marton paint | 57 60 | | 57 60 | | | | | | | | | | 9 |
| 10 | | chimorte supply | 100 00 | | 100 00 | | | | | | | | | | 10 |
| 11 | | Nathan Cleary | 145 00 | 145 00 | | | | | | | | | | | 11 |
| 12 | | phill powell | 400 00 | 400 00 | | | | | | | | | | | 12 |
| 13 | | Larry patterson | 650 00 | 650 00 | | | | | | | | | | | 13 |
| 14 | | pablo Centeno | 235 00 | 235 00 | | | | | | | | | | | 14 |
| 15 | | Ivan Perez | 136 00 | 136 00 | | | | | | | | | | | 15 |
| 16 | | allen printing | 20 00 | | | | | | 20 00 | | | | | | 16 |
| 17 | | allan plumbing | 140 00 | | 140 00 | | | | | | | | | | 17 |
| 18 | | G. Smith & Co. | 29 40 | | 29 40 | | | | | | | | | | 18 |
| 19 | | United Savage. | 18 00 | | 18 00 | | | | | | | | | | 19 |
| 20 | | american supply | 380 00 | | 380 00 | | | | | | | | | | 20 |
| 21 | | A & E supply | 3 50 | | 3 50 | | | | | | | | | | 21 |
| 22 | | Gates Lumber | 41 76 | | 41 76 | | | | | | | | | | 22 |
| 23 | | chimorie supply | 260 00 | | 260 00 | | | | | | | | | | 23 |
| 24 | | Con Ed. | 21 00 | | | | | 21 00 | | | | | | | 24 |
| 25 | | A & E Supply | 19 50 | | 14 50 | | | | | | | | | | 25 |
| 26 | | Tri city Lumber | 15 00 | | 15 00 | | | | | | | | | | 26 |
| 27 | | charles Jackson | 215 00 | 215 00 | | | | | | | | | | | 27 |
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| | 1969 | To Whome paid | Amount | Outside contractor | Material | Rent | Supplies | Tele phone Utilities | Advertising + Insurance | Repairs | Professional Fees | Taxes, Permit License | Account | Amount. | |
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| 1 | oct. | Chimecca Supply | 680 | | 680 | | | | | | | | | | 1 |
| 2 | | " " | 1200 | | 1200 | | | | | | | | | | 2 |
| 3 | | A & E Supply | 1000 | | 1000 | | | | | | | | | | 3 |
| 4 | | " " | 3200 | | 3200 | | | | | | | | | | 4 |
| 5 | | " " | 610 | | 610 | | | | | | | | | | 5 |
| 6 | | portnoy Lumber | 2000 | | 2000 | | | | | | | | | | 6 |
| 7 | | Marin Paint | 1500 | | 1500 | | | | | | | | | | 7 |
| 8 | | all city Elec | 1450 | | 1450 | | | | | | | | | | 8 |
| 9 | | Gates Lumber | 2100 | | 2100 | | | | | | | | | | 9 |
| 10 | | all city Elec | 4176 | | 4176 | | | | | | | | | | 10 |
| 11 | | Hollis Elec Supply | 3550 | | 3550 | | | | | | | | | | 11 |
| 12 | | Marin paint | 3800 | | 3800 | | | | | | | | | | 12 |
| 13 | | Charles Jackson | 35000 | 35000 | | | | | | | | | | | 13 |
| 14 | | Juan perez | 12500 | 12600 | | | | | | | | | | | 14 |
| 15 | | alfredo Contono | 30000 | 30000 | | | | | | | | | | | 15 |
| 16 | | m. Cardillo | 46500 | 46500 | | | | | | | | | | | 16 |
| 17 | | Goldberg & Son | 9800 | | 9800 | | | | | | | | | | 17 |
| 18 | | Goldsmith Bro. | 14000 | | | | 14000 | | | | | | | | 18 |
| 19 | | City Collector | 2000 | | | | | | | | | 2000 | | | 19 |
| 20 | | Con Ed | 10000 | | | | | 10000 | | | | | | | 20 |
| 21 | | N.Y. Tele | 5760 | | | | | 5760 | | | | | | | 21 |
| 22 | | all city Elec. | 3570 | | 3570 | | | | | | | | | | 22 |
| 23 | | Burman & Co | 6540 | | 6540 | | | | | | | | | | 23 |
| 24 | | " " | 4620 | | 4620 | | | | | | | | | | 24 |
| 25 | | Gates Lumber | 7958 | | 7958 | | | | | | | | | | 25 |
| 26 | | portnoy Lumber | 5000 | | 5000 | | | | | | | | | | 26 |
| 27 | | Goldberg & Son | 2000 | | 2000 | | | | | | | | | | 27 |
| 28 | | " " | 4976 | | 4976 | | | | | | | | | | 28 |
| 29 | | Marin paint | 3850 | | 3850 | | | | | | | | | | 29 |
| 30 | | | | | | | | | | | | | | | 30 |
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| | Date 1969 | To Whom paid | Amount | Outside Contractor | Material | Rent | Supplies | Telephone Utilities | Advertising & Insurance | Repairs | Professional Fees | Taxes, Permit Licenses | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Mar | Auto Dept. | 5061 | | | | | | | | | | Electric | 50 61 | 1 |
| 2 | | Collins Bro. | 1925 | | 1925 | | | | | | | | | | 2 |
| 3 | | allied maint. | 12500 | | | | | | | | | | Building | 125 00 | 3 |
| 4 | | I Smith & Co. | 7560 | | 7560 | | | | | | | | | | 4 |
| 5 | | N.Y. Tele. | 8500 | | | | | 8500 | | | | | | | 5 |
| 6 | | Con Ed. | 3500 | | | | | 3500 | | | | | | | 6 |
| 7 | | Shoff Net Bro. | 12000 | | | | | | | | | | Auto | 120 00 | 7 |
| 8 | | Charles Jackson | 22000 | 22000 | | | | | | | | | | | 8 |
| 9 | | Gates Lumber | 15000 | | 15000 | | | | | | | | | | 9 |
| 10 | | Martin Paint | 1500 | | 1500 | | | | | | | | | | 10 |
| 11 | | all city Elec. | 6500 | | 6500 | | | | | | | | | | 11 |
| 12 | | " " " | 3100 | | 3100 | | | | | | | | | | 12 |
| 13 | | Tri City Plumb | 4600 | | 4600 | | | | | | | | | | 13 |
| 14 | | " " " | 7500 | | 7500 | | | | | | | | | | 14 |
| 15 | | " " " | 4100 | | 4100 | | | | | | | | | | 15 |
| 16 | | Reese Elec. | 1165 | | 1165 | | | | | | | | | | 16 |
| 17 | | Charles Jackson | 34600 | 34600 | | | | | | | | | | | 17 |
| 18 | | Juan Perez | 9500 | 9500 | | | | | | | | | | | 18 |
| 19 | | Alfredo Contero | 16500 | 16500 | | | | | | | | | | | 19 |
| 20 | | N. Cherry | 20000 | 20000 | | | | | | | | | | | 20 |
| 21 | | Phil Powell | 56800 | 56800 | | | | | | | | | | | 21 |
| 22 | | Pablo Contero | 39500 | 39500 | | | | | | | | | | | 22 |
| 23 | | A & E Supply | 8359 | | 8359 | | | | | | | | | | 23 |
| 24 | | Goldberg & Son | 17600 | | 17600 | | | | | | | | | | 24 |
| 25 | | " " | 8120 | | 8120 | | | | | | | | | | 25 |
| 26 | | " " | 7100 | | 7100 | | | | | | | | | | 26 |
| 27 | | A & E Supply | 3210 | | 3210 | | | | | | | | | | 27 |
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| 1 | | | | 500000 | | 1736 President & Ct Corp | | | | | | | 1 |
| 2 | | | | 7250 | | | | | | | | | 2 |
| 3 | | | | 150000 | | | | | | | | | 3 |
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| | 1969 | To Whom paid | Amount | Outside contractors | Material | Rent | Supplies | Telephone & utilities | Advertising & Insurance | Repairs | Professional fees | Taxes, other than Licenses | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Dec | S & S Service Stat | 2760 | | | | | | | | | | Auto | 2560 | 1 |
| 2 | | Gates Lumber | 12540 | | 12540 | | | | | | | | | | 2 |
| 3 | | Alfredo Contrad | 100000 | 100000 | | | | | | | | | | | 3 |
| 4 | | Juan Perez | 7500 | 7500 | | | | | | | | | | | 4 |
| 5 | | Charles Jackson | 200000 | 200000 | | | | | | | | | | | 5 |
| 6 | | Reeves Elec. | 7500 | | 7500 | | | | | | | | | | 6 |
| 7 | | Johnson & Co | 610 | | 610 | | | | | | | | | | 7 |
| 8 | | Auto Corp | 2100 | | | | | | | | | | Auto | 2100 | 8 |
| 9 | | Collins Bro. | 1300 | | 1300 | | | | | | | | | | 9 |
| 10 | | Stat Insurance | 8500 | | | | | | 8500 | | | | | | 10 |
| 11 | | Allied Maint | 7500 | | | | | | | | | | Building Equip | 7500 | 11 |
| 12 | | J. Smith & Co. | 170000 | | 170000 | | | | | | | | | | 12 |
| 13 | | Martin Paint | 3250 | | 3250 | | | | | | | | | | 13 |
| 14 | | All City Elec | 1125 | | 1125 | | | | | | | | | | 14 |
| 15 | | Charles Jackson | 175000 | 175000 | | | | | | | | | | | 15 |
| 16 | | Shaffner Bro. | 3700 | | | | | | | | | | Auto | 3500 | 16 |
| 17 | | N.Y. Tele | 8000 | | | | | 8000 | | | | | | | 17 |
| 18 | | Con Ed | 12000 | | | | | 12000 | | | | | | | 18 |
| 19 | | National Ins | 1200 | | | | | | 1200 | | | | | | 19 |
| 20 | | Nathan Elevy | 100850 | 100850 | | | | | | | | | | | 20 |
| 21 | | Phil Powell | 48620 | 48620 | | | | | | | | | | | 21 |
| 22 | | Winston Floor | 7500 | | 7500 | | | | | | | | | | 22 |
| 23 | | Portnoy Lumber | 12000 | | 12000 | | | | | | | | | | 23 |
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| | 1970 | To whom paid | Amount | Contractor | Materials | Rent | Supplies | Utilities | Insurance | Repairs | Fees | Miscellaneous | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Jan | Bates Lumber | 14500 | | 14500 | | | | | | | | | 1 |
| 2 | | S & S. service STA | 3967 | | | | | | | | | auto | 3967 | 2 |
| 3 | | charles Jackson | 25000 | 25000 | | | | | | | | | | 3 |
| 4 | | SHOFFNER BRO | 1700 | | | | | | | | | auto | 1700 | 4 |
| 5 | | N.Y. Tele | 8760 | | | | | 8760 | | | | | | 5 |
| 6 | | Con Ed | 6700 | | | | | 6700 | | | | | | 6 |
| 7 | | National press | 1998 | | | | | | 1998 | | | | | 7 |
| 8 | | City collector | 12500 | | | | | | | | 12500 | | | 8 |
| 9 | | Nathan Elerry | 19000 | 19000 | | | | | | | | | | 9 |
| 10 | | phil powell | 56000 | 56000 | | | | | | | | | | 10 |
| 11 | | publo centeno | 15000 | 15000 | | | | | | | | | | 11 |
| 12 | | winston floor | 10000 | | 10000 | | | | | | | | | 12 |
| 13 | | putney Lumber | 28600 | | 28600 | | | | | | | | | 13 |
| 14 | | Behrer Mason Supply | 3500 | | 3500 | | | | | | | | | 14 |
| 15 | | Tri city lumber | 1350 | | 1350 | | | | | | | | | 15 |
| 16 | | all city Elec. | 650 | | 650 | | | | | | | | | 16 |
| 17 | | martin paint | 1780 | | 1780 | | | | | | | | | 17 |
| 18 | | J Smith & co. | 2900 | | 2900 | | | | | | | | | 18 |
| 19 | | allied maint | 7500 | | | | | | | | | Rubbish Removal | 7500 | 19 |
| 20 | | State Insurance | 12000 | | 12000 | | | | 12000 | | | | | 20 |
| 21 | | collins Bro. | 3760 | | 3760 | | | | | | | | | 21 |
| 22 | | auto corp. | 6150 | | 6150 | | | | | | | | | 22 |
| 23 | | Johnson & co. | 3188 | | 3188 | | | | | | | | | 23 |
| 24 | | Reeves Elec. | 7766 | | 7766 | | | | | | | | | 24 |
| 25 | | charles Jordan | 40000 | 40000 | | | | | | | | | | 25 |
| 26 | | Ivan Perez | 8500 | 8500 | | | | | | | | | | 26 |
| 27 | | alfredo Centeno | 19500 | 19500 | | | | | | | | | | 27 |
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| | Date 1970 | To whom paid | Amount | Outside Contractor | Material | Rent | Supplies | Telephone Utilities | Advertising Insurance | Repair | Fees | Taxes/Lic. | Account | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Feb | A & E Supply | 80 50 | | 80 50 | | | | | | | | | | 1 |
| 2 | | Tri city Lumber | 103 50 | | 103 50 | | | | | | | | | | 2 |
| 3 | | all city Supply | 54 80 | | 54 80 | | | | | | | | | | 3 |
| 4 | | Gates Lumber | 78 20 | | 78 20 | | | | | | | | | | 4 |
| 5 | | charles Jackson | 465 00 | 465 00 | | | | | | | | | | | 5 |
| 6 | | nathan Elerry | 1000 00 | 1000 00 | | | | | | | | | | | 6 |
| 7 | | phil powell | 501 25 | 501 25 | | | | | | | | | | | 7 |
| 8 | | Larry patterson | 65 00 | 65 00 | | | | | | | | | | | 8 |
| 9 | | pablo Contond | 125 00 | 125 00 | | | | | | | | | | | 9 |
| 10 | | alfredo Contond | 1000 00 | 1000 00 | | | | | | | | | | | 10 |
| 11 | | Ivan perez | 180 00 | 180 00 | | | | | | | | | | | 11 |
| 12 | | A & E Supply | 94 40 | | 94 40 | | | | | | | | | | 12 |
| 13 | | Ratas Lumber | 91 10 | | 91 10 | | | | | | | | | | 13 |
| 14 | | chimenie Supply | 70 50 | | 80 50 | | | | | | | | | | 14 |
| 15 | | Martin paint | 80 10 | | 70 10 | | | | | | | | | | 15 |
| 16 | | Con Ed | 75 20 | | | 75 20 | | | | | | | | | 16 |
| 17 | | S & S Servicestat | 61 10 | | | | | | | | | | auto | 61 10 | 17 |
| 18 | | Brown Employment | 140 50 | | | | | | | | | | office help | 140 50 | 18 |
| 19 | | martin paint | 9 00 | | 9 00 | | | | | | | | | | 19 |
| 20 | | Allen printing. | 94 00 | | | | | | 94 00 | | | | | | 20 |
| 21 | | J Smith & Co. | 18 10 | | 18 10 | | | | | | | | | | 21 |
| 22 | | city Collector | 94 90 | | | | | | | | | 94 90 | | | 22 |
| 23 | | United Storage. | 105 26 | | 105 26 | | | | | | | | | | 23 |
| 24 | | american Supply | 70 70 | | 70 70 | | | | | | | | | | 24 |
| 25 | | atlas Stationary | 96 44 | | | | 96 44 | | | | | | | | 25 |
| 26 | | N.Y. Telephone | 97 50 | | | | | 97 50 | | | | | | | 26 |
| 27 | | portney Lumber | 83 65 | | 83 65 | | | | | | | | | | 27 |
| 28 | | Goldberg & Son. | 61 94 | | 61 94 | | | | | | | | | | 28 |
| 29 | | I C I | 37 60 | | 35 60 | | | | | | | | | | 29 |
| 30 | | Fields Bro. | 41 00 | | 41 00 | | | | | | | | | | 30 |
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| | Income | |
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| 1 | 70000 | 1736 President Corp |
| 2 | 86000 | |
| 3 | 1760 — | R Wilyea Realty |
| 4 | 24500 | HOA |
| 5 | 7950 | County Line Corp |
| 6 | 45000 | Larry Patterson |
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| 3 | | | | 23400 | | | | | | | | | 3 |
| 4 | | | | 17760 | | | | | | | | | 4 |
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| | Date 1970 | To whom paid | amount | Outside contractor | material | Rent | supplies | Telephone Utilities | advertising Insurance | Repair | Fees | Taxes/Licenses | Account | Amount | |
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| 1 | Mar | chimerie supply | 3850 | | 3850 | | | | | | | | | | 1 |
| 2 | | " " | 3620 | | 3620 | | | | | | | | | | 2 |
| 3 | | A & E Supply | 4170 | | 4170 | | | | | | | | | | 3 |
| 4 | | " " | 3980 | | 3980 | | | | | | | | | | 4 |
| 5 | | " " | 12700 | | 12700 | | | | | | | | | | 5 |
| 6 | | portney Lumber | 4350 | | 4350 | | | | | | | | | | 6 |
| 7 | | mavin paint | 3820 | | 3820 | | | | | | | | | | 7 |
| 8 | | all city Elec. | 4150 | | 4150 | | | | | | | | | | 8 |
| 9 | | Gates Lumber | 3750 | | 3750 | | | | | | | | | | 9 |
| 10 | | all city Elec. | 3980 | | 3980 | | | | | | | | | | 10 |
| 11 | | Hollis Elec. | 4150 | | 4150 | | | | | | | | | | 11 |
| 12 | | martin paint | 2110 | | 2110 | | | | | | | | | | 12 |
| 13 | | charles Jackson | 3800 | 37000 | | | | | | | | | | | 13 |
| 14 | | Juan perez | 20000 | 20000 | | | | | | | | | | | 14 |
| 15 | | a/Fredo Centeno | 45000 | 45000 | | | | | | | | | | | 15 |
| 16 | | Mr. Cardillo | 27500 | 27500 | | | | | | | | | | | 16 |
| 17 | | martin paints | 3250 | | 3250 | | | | | | | | | | 17 |
| 18 | | A&E supply | 1650 | | 1650 | | | | | | | | | | 18 |
| 19 | | chimerie supply | 3510 | | 3510 | | | | | | | | | | 19 |
| 20 | | Goldberg & Son | 3150 | | 3150 | | | | | | | | | | 20 |
| 21 | | portney Brothers | 6220 | | 6220 | | | | | | | | | | 21 |
| 22 | | Gates Lumber | 3680 | | 3680 | | | | | | | | | | 22 |
| 23 | | Bosman & Co | 1625 | | 1625 | | | | | | | | | | 23 |
| 24 | | " " | 2075 | | 2075 | | | | | | | | | | 24 |
| 25 | | all city Elec. | 3425 | | 3425 | | | | | | | | | | 25 |
| 26 | | N.Y. Tele | 12975 | | | | | | 12975 | | | | | | 26 |
| 27 | | Con Ed. | 3460 | | | | | | 3460 | | | | | | 27 |
| 28 | | Goldsmith Bro | 2150 | | | | | 2150 | | | | | | | 28 |
| 29 | | " " | 2060 | | | | | 2060 | | | | | | | 29 |
| 30 | | Goldberg & Son | 17680 | | 17680 | | | | | | | | | | 30 |
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| | 1970 | To Whom paid | Amount | Contractor | Material | Rent | Supplies | Utilities | Insurance | Repair | Taxes | Taxes/Misc | Account | Amount | |
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| 1 | Oct. | Reeves Elec | 123 00 | | 123 00 | | | | | | | | | | 1 |
| 2 | | Charles Jackson | 100 00 | 100 00 | | | | | | | | | | | 2 |
| 3 | | Juan Perez | 300 00 | 300 00 | | | | | | | | | | | 3 |
| 4 | | Alfredo Contreras | 250 00 | 250 00 | | | | | | | | | | | 4 |
| 5 | | Nathan Cherry | 75 00 | 75 00 | | | | | | | | | | | 5 |
| 6 | | Phil Powell | 175 00 | 175 00 | | | | | | | | | | | 6 |
| 7 | | Public Contrs | 100 00 | 100 00 | | | | | | | | | | | 7 |
| 8 | | A & C Supply | 161 20 | | 161 20 | | | | | | | | | | 8 |
| 9 | | Chimorte Supply | 118 50 | | 118 50 | | | | | | | | | | 9 |
| 10 | | Goldberg Lbr | 134 00 | | 134 00 | | | | | | | | | | 10 |
| 11 | | Nty. Tele | 128 50 | | | | | 128 00 | | | | | | | 11 |
| 12 | | Tri city Lumber | 160 60 | | 160 60 | | | | | | | | | | 12 |
| 13 | | Martin Paint | 128 50 | | 128 50 | | | | | | | | | | 13 |
| 14 | | Auto Crest | 142 00 | | 142 00 | | | | | | | | | | 14 |
| 15 | | Collins Bro. | 34 20 | | 34 20 | | | | | | | | | | 15 |
| 16 | | Allied Maint | 19 00 | | | | | | | | | | Rubbish | 19 00 | 16 |
| 17 | | J. Smith & Co. | 92 00 | | 92 00 | | | | | | | | | | 17 |
| 18 | | Nty. Tele | 48 00 | | | | | 48 00 | | | | | | | 18 |
| 19 | | Com Ed. | 30 00 | | | | | 30 00 | | | | | | | 19 |
| 20 | | Shoffner Bro | 20 26 | | | | | | | | | | Auto | 20 26 | 20 |
| 21 | | Charles Jackson | 200 00 | 200 00 | | | | | | | | | | | 21 |
| 22 | | Gates Lumber | 42 90 | | 42 90 | | | | | | | | | | 22 |
| 23 | | " " | 65 74 | | 65 74 | | | | | | | | | | 23 |
| 24 | | All City Elec. | 43 50 | | 43 50 | | | | | | | | | | 24 |
| 25 | | Tri City Lumber | 29 40 | | 29 40 | | | | | | | | | | 25 |
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| 1 | | | | 74000 | | Jack Anderson | | | | | | | 1 |
| 2 | | | | 250000 | | S. Stahlberg | | | | | | | 2 |
| 3 | | | | 50000 | | | | | | | | | 3 |
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| 6 | | | | 92500 | | | | | | | | | 6 |
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| | Date 1970 | To Whom paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repairs | Fees | Taxes Licenses | Account | Amount | |
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| 1 | May | Nathan Cleary | 19750 | 19750 | | | | | | | | | | | 1 |
| 2 | | phil powell | 46000 | 46000 | | | | | | | | | | | 2 |
| 3 | | pablo Centeno | 30000 | 30000 | | | | | | | | | | | 3 |
| 4 | | Winston Floor | 1400 | | 1400 | | | | | | | | | | 4 |
| 5 | | Portney Lumber | 1825 | | 1825 | | | | | | | | | | 5 |
| 6 | | Behrer Supply | 1600 | | 1600 | | | | | | | | | | 6 |
| 7 | | Tri city Lumber | 2000 | | 2000 | | | | | | | | | | 7 |
| 8 | | all city Elec | 2500 | | 2500 | | | | | | | | | | 8 |
| 9 | | " " | 2110 | | 2110 | | | | | | | | | | 9 |
| 10 | | modern paint | 9000 | | 9000 | | | | | | | | | | 10 |
| 11 | | " " | 1650 | | 1650 | | | | | | | | | | 11 |
| 12 | | all city Elec. | 1810 | | 1810 | | | | | | | | | | 12 |
| 13 | | Martin paint | 1650 | | 1650 | | | | | | | | | | 13 |
| 14 | | J Smith & Co. | 810 | | 810 | | | | | | | | | | 14 |
| 15 | | allied Maint | 2295 | | | | | | | | | | Rubbish | 2295 | 15 |
| 16 | | Stah Drums. | 5930 | | | | | | | 5930 | | | | | 16 |
| 17 | | Collin Bro. | 1625 | | 1625 | | | | | | | | | | 17 |
| 18 | | auto Engr | 1320 | | 1320 | | | | | | | | | | 18 |
| 19 | | Johnson & Co. | 2545 | | 2545 | | | | | | | | | | 19 |
| 20 | | Rivera Elec. | 9250 | | 9250 | | | | | | | | | | 20 |
| 21 | | Charles Jackson | 30000 | 30000 | | | | | | | | | | | 21 |
| 22 | | Juan perez | 21800 | 21800 | | | | | | | | | | | 22 |
| 23 | | alfredo Centeno | 17500 | 17500 | | | | | | | | | | | 23 |
| 24 | | Gates Lumber | 13420 | | 13420 | | | | | | | | | | 24 |
| 25 | | S&S Service Stat. | 4900 | | | | | | | | | | Concrete | 4900 | 25 |
| 26 | | charles Jackson | 28700 | 28700 | | | | | | | | | | | 26 |
| 27 | | Shoffner Bro. | 8600 | | | | | | | | | | Paint | 8600 | 27 |
| 28 | | N.y. Tel | 12000 | | | | 12000 | | | | | | | | 28 |
| 29 | | Con Ed. | 7500 | | | | 7500 | | | | | | | | 29 |
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| | | | | Income. | | | | | | | | | |
| 1 | | | | 76000 | | | | | | | | | 1 |
| 2 | | | | 28200 | | | | | | | | | 2 |
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| | Date 1970 | To whom paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fees | Taxes Licenses | Account | Amount | |
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| 1 | June | allen plumbing | 89 50 | | 89 50 | | | | | | | | | | 1 |
| 2 | | " " | 1 45 0 | | 1 45 0 | | | | | | | | | | 2 |
| 3 | | J Smith & Co. | 1 8 40 | | 1 8 40 | | | | | | | | | | 3 |
| 4 | | United Salvage. | 12 1 50 | | 12 1 50 | | | | | | | | | | 4 |
| 5 | | American Supply | 7 6 50 | | 7 6 50 | | | | | | | | | | 5 |
| 6 | | A & E Supply | 32 00 | | 32 00 | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 198 50 | | 198 50 | | | | | | | | | | 7 |
| 8 | | Chimeric Supply | 68 00 | | 68 00 | | | | | | | | | | 8 |
| 9 | | Con Ed. | 210 00 | | | | | 210 00 | | | | | | | 9 |
| 10 | | A & E Supply | 12 00 | | 12 00 | | | | | | | | | | 10 |
| 11 | | Tri City Lumber | 61 80 | | 61 80 | | | | | | | | | | 11 |
| 12 | | Charles Jackson | 118 70 | 118 70 | | | | | | | | | | | 12 |
| 13 | | Goldsmith Bro. | 18 25 | | | | 18 25 | | | | | | | | 13 |
| 14 | | N.Y. Telephone | 38 50 | | | | | 38 50 | | | | | | | 14 |
| 15 | | Fields Bro | 29 71 | | | | | | | 29 71 | | | | | 15 |
| 16 | | Portnoy Lumber | 116 80 | | 116 80 | | | | | | | | | | 16 |
| 17 | | Goldberg & Son | 95 12 | | 95 12 | | | | | | | | | | 17 |
| 18 | | S & S Service Station | 16 00 | | | | | | | | | | Auto | 16 00 | 18 |
| 19 | | Central Servu. | 42 00 | | | | | | | | | | | | 19 |
| 20 | | Brown's Employment | 26 50 | | | | | | | | | | Office Help | 26 50 | 20 |
| 21 | | Martin paint | 121 10 | | 121 10 | | | | | | | | | | 21 |
| 22 | | Nation Electry | 270 00 | 270 00 | | | | | | | | | | | 22 |
| 23 | | Phil Powell | 397 00 | 397 00 | | | | | | | | | | | 23 |
| 24 | | Larry Patterson | 450 00 | 450 00 | | | | | | | | | | | 24 |
| 25 | | Public Contrac | 1290 00 | 1290 00 | | | | | | | | | | | 25 |
| 26 | | Juan Perez | 1700 00 | 1700 00 | | | | | | | | | | | 26 |
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| | 1970 | To whom paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone & Utilities | Insurance | Repairs | Taxes | Taxes Licenses | Account | Amount | |
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| 1 | July | Goldberg & Son | 2250 | | 2250 | | | | | | | | | | 1 |
| 2 | | " " | 4500 | | 4500 | | | | | | | | | | 2 |
| 3 | | " " | 1680 | | 1680 | | | | | | | | | | 3 |
| 4 | | Port Noy Lumber | 3900 | | 3900 | | | | | | | | | | 4 |
| 5 | | N.Y. Telephone | 14212 | | | | | 14212 | | | | | | | 5 |
| 6 | | Atlas Stationery | 3104 | | | | 3104 | | | | | | | | 6 |
| 7 | | American Supply | 4723 | | 4723 | | | | | | | | | | 7 |
| 8 | | United Salvage | 6475 | | 6475 | | | | | | | | | | 8 |
| 9 | | Goldsmith & Co. | 3900 | | 3900 | | | | | | | | | | 9 |
| 10 | | Allen Printing | 1680 | | | | | | 1680 | | | | | | 10 |
| 11 | | Martin Paint | 4500 | | 4500 | | | | | | | | | | 11 |
| 12 | | Brown's Employment | 2250 | | | | | | | | | | Office Help | 2250 | 12 |
| 13 | | S & S Service Stat. | 1650 | | | | | | | | | | Auto | 1650 | 13 |
| 14 | | Con Ed. | 4200 | | | | | 4200 | | | | | | | 14 |
| 15 | | Martin paint | 11680 | | 11680 | | | | | | | | | | 15 |
| 16 | | Gates Lumber | 2975 | | 2975 | | | | | | | | | | 16 |
| 17 | | Alfredo Contona | 10000 | 10000 | | | | | | | | | | | 17 |
| 18 | | Juan Perez | 8500 | 8500 | | | | | | | | | | | 18 |
| 19 | | Nathan Elevey | 12500 | 12500 | | | | | | | | | | | 19 |
| 20 | | Charles Jackson | 30000 | 30000 | | | | | | | | | | | 20 |
| 21 | | Gates Lumber | 21000 | | 21000 | | | | | | | | | | 21 |
| 22 | | All City Supply | 12150 | | 12150 | | | | | | | | | | 22 |
| 23 | | Tri City Lumber | 8950 | | 8950 | | | | | | | | | | 23 |
| 24 | | A & C Supply | 9850 | | 9850 | | | | | | | | | | 24 |
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| 1 | | | | 1007 09 | | | | | | | | | 1 |
| 2 | | | | 176 00 | | | | | | | | | 2 |
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| 4 | | | | 3240 00 | | | | | | | | | 4 |
| 5 | | | | 1700 00 | | | | | | | | | 5 |
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| | Year 1970 | To whom paid | Amount | Outside contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repairs | Fees | Taxes Licenses | Account | Amount | |
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| 1 | Aug | Hollis Elec. | 3088 | | 3088 | | | | | | | | | | 1 |
| 2 | | Martin paint | 6000 | | 6000 | | | | | | | | | | 2 |
| 3 | | Charles Jackson | 57500 | 57500 | | | | | | | | | | | 3 |
| 4 | | Juan Perez | 25800 | 25800 | | | | | | | | | | | 4 |
| 5 | | Alfredo Contag | 10000 | 10000 | | | | | | | | | | | 5 |
| 6 | | M. Cardillo | 40000 | 40000 | | | | | | | | | | | 6 |
| 7 | | martin paints | 2088 | | 2088 | | | | | | | | | | 7 |
| 8 | | A & E Supply | 1000 | | 1000 | | | | | | | | | | 8 |
| 9 | | Chimerica Supply | 14000 | | 14000 | | | | | | | | | | 9 |
| 10 | | Goldberg Bros | 10000 | | 10000 | | | | | | | | | | 10 |
| 11 | | portney Lumber | 3030 | | 3030 | | | | | | | | | | 11 |
| 12 | | Bates Lumber | 680 | | 680 | | | | | | | | | | 12 |
| 13 | | Borman & Co. | 2350 | | 2350 | | | | | | | | | | 13 |
| 14 | | " " | 2100 | | 2100 | | | | | | | | | | 14 |
| 15 | | all city Elec. | 2000 | | 2000 | | | | | | | | | | 15 |
| 16 | | N.Y. Tel. | 4100 | | | | | | | 4100 | | | | | 16 |
| 17 | | Con Ed. | 4740 | | | | | | | 4740 | | | | | 17 |
| 18 | | Goldsmith Bro. | 1800 | | | | 1800 | | | | | | | | 18 |
| 19 | | " " | 2940 | | | | 2940 | | | | | | | | 19 |
| 20 | | Goldberg Bros | 5000 | | 5000 | | | | | | | | | | 20 |
| 21 | | Chimerica Supply | 5000 | | 5000 | | | | | | | | | | 21 |
| 22 | | " " | 4088 | | 4088 | | | | | | | | | | 22 |
| 23 | | A & E Supply | 2088 | | 2088 | | | | | | | | | | 23 |
| 24 | | portney lumber | 2000 | | 2000 | | | | | | | | | | 24 |
| 25 | | Martin paint | 3240 | | 3240 | | | | | | | | | | 25 |
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| | Date 1970 | To Whom Paid | Amount | outside contractor | Material | Rent | Supply | Telephone Utilities | advertising Insurance | Repairs | Fees | Taxes Licenses | Account | Amount | |
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| 1 | Sept | Slofnor Bro. | 40 00 | | | | | | | | | | Curtis | 40 00 | 1 |
| 2 | | N.Y. Telphone | 112 00 | | | | | 112 00 | | | | | | | 2 |
| 3 | | Con Ed. | 138 00 | | | | | 138 00 | | | | | | | 3 |
| 4 | | Main paint | 15 00 | | 15 00 | | | | | | | | | | 4 |
| 5 | | " " | 75 00 | | 75 00 | | | | | | | | | | 5 |
| 6 | | all cit Elec. | 65 00 | | 65 00 | | | | | | | | | | 6 |
| 7 | | martin paint | 40 00 | | 40 00 | | | | | | | | | | 7 |
| 8 | | J. Smith & Co. | 75 00 | | 75 00 | | | | | | | | Rubfield | 60 00 | 8 |
| 9 | | allied maint | 60 00 | | | | | | | | | | | | 9 |
| 10 | | Rainbow Insur. | 56 10 | | | | | | 56 10 | | | | | | 10 |
| 11 | | auto acpt. | 14 50 | | 14 50 | | | | | | | | | | 11 |
| 12 | | Johnson & Co. | 81 20 | | 81 20 | | | | | | | | | | 12 |
| 13 | | Charles Jackson | 195 00 | 195 00 | | | | | | | | | | | 13 |
| 14 | | Green Serv. | 75 00 | 75 00 | | | | | | | | | | | 14 |
| 15 | | Alfredo Carlo. | 100 00 | 100 00 | | | | | | | | | | | 15 |
| 16 | | Phil Powell | 460 00 | 460 00 | | | | | | | | | | | 16 |
| 17 | | Gates Lumber | 24 00 | | | 24 00 | | | | | | | | | 17 |
| 18 | | S.S. Service Sta. | 80 00 | | | | | | | | | | Curtis | 80 00 | 18 |
| 19 | | Larry Patterson | 550 00 | 550 00 | | | | | | | | | | | 19 |
| 20 | | Public Contract | 100 00 | 100 00 | | | | | | | | | | | 20 |
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| | Date 1970 | To Whom paid | ① Amount | ② Outside contractor | ③ Material | ④ Rent | ⑤ Supply | ⑥ Telephone utilities | ⑦ advertising Insurance | ⑧ Repair | ⑨ Fees | ⑩ Taxes Licenses | ⑪ Account | ⑫ Amount | |
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| 1 | Oct | N.Y. Telephone | 64 01 | | | | | 64 01 | | | | | | | 1 |
| 2 | | Portnoy Lumber | 66 70 | | 66 70 | | | | | | | | | | 2 |
| 3 | | Goldberg & Son | 27 07 | | 27 07 | | | | | | | | | | 3 |
| 4 | | S & S. Service Plat | 48 00 | | | | | | | | | | Accts | 48 00 | 4 |
| 5 | | Rainbow Adv. | 20 50 | | | | | | 2050 | | | | | | 5 |
| 6 | | Brown Employment | 96 00 | | | | | | | | | | Office Help | 96 00 | 6 |
| 7 | | Martin Paint | 21 60 | | 21 60 | | | | | | | | | | 7 |
| 8 | | Nathan Elevy | 170 00 | 170 00 | | | | | | | | | | | 8 |
| 9 | | Phil Powell | 370 00 | 370 00 | | | | | | | | | | | 9 |
| 10 | | Larry Patterson | 440 00 | 440 00 | | | | | | | | | | | 10 |
| 11 | | Allen Plumbing | 16 00 | | 16 00 | | | | | | | | | | 11 |
| 12 | | " " | 21 40 | | 21 40 | | | | | | | | | | 12 |
| 13 | | J. Smith Mason | 11 50 | | 11 50 | | | | | | | | | | 13 |
| 14 | | United Salvage | 1522 00 | | 1522 00 | | | | | | | | | | 14 |
| 15 | | American Supply | 32 00 | | 32 00 | | | | | | | | | | 15 |
| 16 | | A & E Supply | 6 10 | | 6 10 | | | | | | | | | | 16 |
| 17 | | Gates Lumber | 12 00 | | 12 00 | | | | | | | | | | 17 |
| 18 | | Con Ed. | 46 80 | | | | | 46 80 | | | | | | | 18 |
| 19 | | Tri city Lumber | 37 40 | | 37 40 | | | | | | | | | | 19 |
| 20 | | Charles Jackson | 560 00 | 560 00 | | | | | | | | | | | 20 |
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| | Date 1970 | To Whom Paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fees | Taxes Licenses | Account | Amount |
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| 1 | Nov | Behrer Moran | 21 00 | | 21 00 | | | | | | | | | |
| 2 | | Tri city Lumber | 14 50 | | 14 50 | | | | | | | | | |
| 3 | | all city Elec. | 150 00 | | 150 00 | | | | | | | | | |
| 4 | | martin paint | 20 00 | | 20 00 | | | | | | | | | |
| 5 | | J. Smith & Co. | 61 00 | | 61 00 | | | | | | | | | |
| 6 | | allied maint | 35 00 | | | | | | | | | | Rubbish | 35 00 |
| 7 | | Rainbow Insu. | 100 00 | | | | | | 100 00 | | | | | |
| 8 | | Collin Bro. | 12 00 | | 12 00 | | | | | | | | | |
| 9 | | Arctic Corp. | 68 00 | | 68 00 | | | | | | | | | |
| 10 | | Johnson & Co. | 137 40 | | 137 40 | | | | | | | | | |
| 11 | | Reams Elec. | 42 14 | | 42 14 | | | | | | | | | |
| 12 | | Charles Jackson | 390 00 | 390 00 | | | | | | | | | | |
| 13 | | Larry Patterson | 110 00 | 110 00 | | | | | | | | | | |
| 14 | | Cates Lumber | 260 00 | 260 00 | | | | | | | | | | |
| 15 | | S & S Service | 41 76 | | | | | | | | | | Auto | 41 76 |
| 16 | | Charles Jackson | 200 00 | 200 00 | | | | | | | | | | |
| 17 | | Shaffner Bro | 13 50 | | | | | | | | | | Auto | 13 50 |
| 18 | | N.Y. Tele | 80 00 | | | 80 00 | | | | | | | | |
| 19 | | Con Ed. | 78 00 | | | 78 00 | | | | | | | | |
| 20 | | City collected | 29 40 | | | | | | | 29 40 | | | | |
| 21 | | Nation Electy | 70 00 | 70 00 | | | | | | | | | | |
| 22 | | Phil Powell | 333 00 | 333 00 | | | | | | | | | | |
| 23 | | Portnoy Lumber | 40 00 | | 40 00 | | | | | | | | | |
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| | 1970 | To Whom paid | amount | outside contractor | Material | Rent | supply | Telephone utilities | advertising Insurance | Repairs | Fees | Taxes Licenses | Account | Amount | |
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| 1 | Dec | allied maint | 75 00 | | | | | | | | | | Rubbish | 75 00 | 1 |
| 2 | | J Smith Co. | 20 00 | | 20 00 | | | | | | | | | | 2 |
| 3 | | N.Y. Telephone | 50 00 | | | | | 50 00 | | | | | | | 3 |
| 4 | | Con Ed. | 79 58 | | | | | 79 58 | | | | | | | 4 |
| 5 | | Shoffner Bro. | 46 70 | | | | | | | | | | Acctg | 46 70 | 5 |
| 6 | | Charles Jackson | 202 00 | 202 00 | | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 65 40 | | 65 40 | | | | | | | | | | 7 |
| 8 | | " " | 35 70 | | 35 70 | | | | | | | | | | 8 |
| 9 | | all city Elec. | 57 60 | | 57 60 | | | | | | | | | | 9 |
| 10 | | tri city Mech | 100 00 | | 100 00 | | | | | | | | | | 10 |
| 11 | | Charles Jackson | 360 11 | 360 11 | | | | | | | | | | | 11 |
| 12 | | Larry Patterson | 112 87 | 112 87 | | | | | | | | | | | 12 |
| 13 | | Alfredo Cortino | 197 61 | 197 61 | | | | | | | | | | | 13 |
| 14 | | Phil Powell | 397 21 | 397 21 | | | | | | | | | | | 14 |
| 15 | | Public Carting | 112 87 | 112 87 | | | | | | | | | | | 15 |
| 16 | | A & E Supply | 20 00 | | 20 00 | | | | | | | | | | 16 |
| 17 | | Chimenic Supply | 29 40 | | 29 40 | | | | | | | | | | 17 |
| 18 | | Goldberg Trans | 186 00 | | 186 00 | | | | | | | | | | 18 |
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| | Date 1971 | To Whom Paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Jan | S & S Service Sta | 26 50 | | | | | | | | | | auto | 26 50 | 1 |
| 2 | | Rainbow Dns. | 149 00 | | | | | | 149 00 | | | | | | 2 |
| 3 | | Brown's Employment | 45 00 | | | | | | | | | | office help | 45 00 | 3 |
| 4 | | martin paint | 39 67 | | 39 67 | | | | | | | | | | 4 |
| 5 | | chimerie Supply | 145 00 | | 145 00 | | | | | | | | | | 5 |
| 6 | | A & E Supply | 265 00 | | 265 00 | | | | | | | | | | 6 |
| 7 | | Tri City Lumber | 101 00 | | 101 00 | | | | | | | | | | 7 |
| 8 | | all city supply | 325 00 | | 325 00 | | | | | | | | | | 8 |
| 9 | | Gates Lumber | 117 00 | | 117 00 | | | | | | | | | | 9 |
| 10 | | Charles Jackson | 647 00 | 647 00 | | | | | | | | | | | 10 |
| 11 | | Larry Patterson | 215 00 | 215 00 | | | | | | | | | | | 11 |
| 12 | | phil powell | 500 00 | 500 00 | | | | | | | | | | | 12 |
| 13 | | Larry Patterson | 365 00 | 365 00 | | | | | | | | | | | 13 |
| 14 | | allen printing | 21 00 | | | | | | 21 00 | | | | | | 14 |
| 15 | | J. Smith & Co. | 467 00 | | 467 00 | | | | | | | | | | 15 |
| 16 | | city Collector | 160 00 | | | | | | | | | 160 00 | | | 16 |
| 17 | | united storage | 150 00 | | 150 00 | | | | | | | | | | 17 |
| 18 | | american supply | 68 00 | | 68 00 | | | | | | | | | | 18 |
| 19 | | Atlas Stationary | 142 00 | | | | 142 00 | | | | | | | | 19 |
| 20 | | N.Y. Telephone | 81 04 | | | | | 81 04 | | | | | | | 20 |
| 21 | | Portney Lumber | 47 25 | | 47 25 | | | | | | | | | | 21 |
| 22 | | Goldberg & Son | 72 80 | | 72 80 | | | | | | | | | | 22 |
| 23 | | A & E Supply | 61 00 | | 61 00 | | | | | | | | | | 23 |
| 24 | | Gates Lumber | 45 00 | | 45 00 | | | | | | | | | | 24 |
| 25 | | chimerie Supply | 81 00 | | 81 00 | | | | | | | | | | 25 |
| 26 | | Con Ed. | 118 00 | | | | | 118 00 | | | | | | | 26 |
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| | 1971 | To Whom Paid | Amount | outside contractor | material | Rent | supply | Telephone Utilities | advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Feb | portnoy Lumber | 150 00 | | 150 00 | | | | | | | | | | 1 |
| 2 | | Emphire Hdware | 79 50 | | 79 50 | | | | | | | | | | 2 |
| 3 | | Tri City Lumber | 40 25 | | 40 25 | | | | | | | | | | 3 |
| 4 | | allcity Elec | 125 00 | | 125 00 | | | | | | | | | | 4 |
| 5 | | H.W. paint | 75 00 | | 75 00 | | | | | | | | | | 5 |
| 6 | | Martin Paint | 125 00 | | 126 00 | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 42 40 | | 42 40 | | | | | | | | | | 7 |
| 8 | | S & S service | 60 00 | | | | | | | | | | auto | 60 00 | 8 |
| 9 | | Charles Jackson | 450 00 | 450 00 | | | | | | | | | | | 9 |
| 10 | | Shaffner Bro | 65 00 | | | | | | | | | | auto | 65 00 | 10 |
| 11 | | N.Y. Telephone | 87 50 | | | | | 87 50 | | | | | | | 11 |
| 12 | | Con Ed | 97 00 | | | | | 97 00 | | | | | | | 12 |
| 13 | | City Collector | 125 00 | | | | | | | | | 125 00 | | | 13 |
| 14 | | I Smith & Co. | 170 00 | | 170 00 | | | | | | | | | | 14 |
| 15 | | allied Maint. | 69 00 | | | | | | | | | | Rubbish | 65 00 | 15 |
| 16 | | Rainbow Mfg. | 110 00 | | | | | | 110 00 | | | | | | 16 |
| 17 | | auto Repairs. | 62 00 | | | | | | | | | | auto | 62 00 | 17 |
| 18 | | charles Jackson | 100 00 | 100 00 | | | | | | | | | | | 18 |
| 19 | | alfredo Contino | 206 00 | 206 00 | | | | | | | | | | | 19 |
| 20 | | phil powell | 440 00 | 440 00 | | | | | | | | | | | 20 |
| 21 | | pablo contino | 195 00 | 195 00 | | | | | | | | | | | 21 |
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| | Date 1971 | To Whom Paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Mar | Gates Lumber | 21 00 | | 21 00 | | | | | | | | | | 1 |
| 2 | | S & S Service Stat. | 14 50 | | | | | | | | | | Acct to | 14 50 | 2 |
| 3 | | Charles Jackson | 390 00 | 390 00 | | | | | | | | | | | 3 |
| 4 | | Shaffner Bro. | 150 00 | | | | | | | | | | Acct to | 150 00 | 4 |
| 5 | | N.Y. Telephone | 120 00 | | | | | 120 00 | | | | | | | 5 |
| 6 | | Con Ed. | 61 00 | | | | | 61 00 | | | | | | | 6 |
| 7 | | National Press | 35 00 | | | | | | 35 00 | | | | | | 7 |
| 8 | | City Collector | 100 00 | | | | | | | | | 100 00 | | | 8 |
| 9 | | Phil Powell | 110 00 | 110 00 | | | | | | | | | | | 9 |
| 10 | | Public Contrac | 200 00 | 200 00 | | | | | | | | | | | 10 |
| 11 | | Wiegrin Flr Co | 120 00 | | 120 00 | | | | | | | | | | 11 |
| 12 | | Portney Lumber | 68 00 | | 68 00 | | | | | | | | | | 12 |
| 13 | | Behler Mayer Supply | 137 40 | | 137 40 | | | | | | | | | | 13 |
| 14 | | Tri City Lumber | 42 14 | | 42 14 | | | | | | | | | | 14 |
| 15 | | All City Elec | 41 76 | | 41 76 | | | | | | | | | | 15 |
| 16 | | Martin Paint | 13 50 | | 13 50 | | | | | | | | | | 16 |
| 17 | | J Smith & Co | 80 00 | | 80 00 | | | | | | | | | | 17 |
| 18 | | Acme Carpet. | 79 00 | | 79 00 | | | | | | | | | | 18 |
| 19 | | Johnson & Co. | 29 40 | | 29 40 | | | | | | | | | | 19 |
| 20 | | Ramirez Elec. | 40 00 | | 40 00 | | | | | | | | | | 20 |
| 21 | | Alfredo - Catering | 301 00 | 301 00 | | | | | | | | | | | 21 |
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| 1 | Apr | martin patnt | 22 50 | | 2250 | | | | | | | | | | 1 |
| 2 | | Tri City Lumber | 45 00 | | 45 00 | | | | | | | | | | 2 |
| 3 | | N.Y. Telephone | 16 80 | | | | | 16 80 | | | | | | | 3 |
| 4 | | Goldberg Bros | 39 00 | | 39 00 | | | | | | | | | | 4 |
| 5 | | Chimarie Supply | 142 12 | | 142 12 | | | | | | | | | | 5 |
| 6 | | A & E Supply | 31 04 | | 31 04 | | | | | | | | | | 6 |
| 7 | | Pueblo Contrs | 1000 00 | 160 00 | | | | | | | | | | | 7 |
| 8 | | Phil Powell | 95 00 | 75 00 | | | | | | | | | | | 8 |
| 9 | | Alfredo Contrs | 125 00 | 125 00 | | | | | | | | | | | 9 |
| 10 | | Charles Jackson | 300 00 | 300 00 | | | | | | | | | | | 10 |
| 11 | | Reeves Elec | 47 23 | | 47 23 | | | | | | | | | | 11 |
| 12 | | Auto Crafts | 64 75 | | 64 75 | | | | | | | | | | 12 |
| 13 | | Collin Bros | 39 00 | | 39 00 | | | | | | | | | | 13 |
| 14 | | Allied Maint | 26 80 | | | | | | | | | | Repairs | 26 80 | 14 |
| 15 | | N.Y. Tele | 86 40 | | | | | 86 40 | | | | | | | 15 |
| 16 | | Con Ed | 22 50 | | | | | 22 50 | | | | | | | 16 |
| 17 | | Gates Lumber | 16 50 | | 16 50 | | | | | | | | | | 17 |
| 18 | | Martin Paints | 42 00 | | 42 00 | | | | | | | | | | 18 |
| 19 | | All City Elec | 21 50 | | 21 50 | | | | | | | | | | 19 |
| 20 | | Tri City Lumber | 39 50 | | 39 50 | | | | | | | | | | 20 |
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| 2 | | | | | | | | 199500 | Caran Operating Corp | | | | | | | | 2 |
| 3 | | | | | | | | 96500 | KurLand Equities | | | | | | | | 3 |
| 4 | | | | | | | | 20500 | County Line Corp | | | | | | | | 4 |
| 5 | | | | | | | | 50000 | R+W assoc. | | | | | | | | 5 |
| 6 | | | | | | | | 5100 | Elinore Property | | | | | | | | 6 |
| 7 | | | | | | | | 7200 | Paul-John Realty | | | | | | | | 7 |
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| 1 | May | A & E Supply | 75 00 | | 75 00 | | | | | | | | | | 1 |
| 2 | | Bronx City Lumber | 20 00 | | 20 00 | | | | | | | | | | 2 |
| 3 | | All City Supply | 50 00 | | 50 00 | | | | | | | | | | 3 |
| 4 | | Gates Lumber | 79 58 | | 79 58 | | | | | | | | | | 4 |
| 5 | | Charles Jackson | 202 00 | 202 00 | | | | | | | | | | | 5 |
| 6 | | Alfredo Cortez | 110 01 | 110 01 | | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 46 20 | | 46 20 | | | | | | | | | | 7 |
| 8 | | Martin Paint | 65 40 | | 65 40 | | | | | | | | | | 8 |
| 9 | | Con Ed | 35 70 | | | | | 35 70 | | | | | | | 9 |
| 10 | | S & S Service station | 57 60 | | | | | | | | | | auto | 57 60 | 10 |
| 11 | | Brown's Employment | 100 00 | | | | | | | | | | Officials | 100 00 | 11 |
| 12 | | Martin Paint | 23 10 | | 23 10 | | | | | | | | | | 12 |
| 13 | | Allen Printing | 112 87 | | | | | | 112 87 | | | | | | 13 |
| 14 | | J Smith & Co. | 97 61 | | 97 61 | | | | | | | | | | 14 |
| 15 | | American Supply | 97 21 | | 97 21 | | | | | | | | | | 15 |
| 16 | | N.Y. Telephone | 82 87 | | | | | 82 87 | | | | | | | 16 |
| 17 | | Goldberg & Co. | 29 40 | | 29 40 | | | | | | | | | | 17 |
| 18 | | Portway Lumber | 86 50 | | 86 50 | | | | | | | | | | 18 |
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| | Date 1971 | To Whom paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | June | Burman & Co. | 64 05 | | 6405 | | | | | | | | | | 1 |
| 2 | | Ahh city Elec | 6670 | | 6670 | | | | | | | | | | 2 |
| 3 | | N.Y. Telephone | 2708 | | | | | 2708 | | | | | | | 3 |
| 4 | | Con Ed. | 4800 | | | | | 4800 | | | | | | | 4 |
| 5 | | Goldsmith Bro. | 2050 | | | | 2050 | | | | | | | | 5 |
| 6 | | Goldberg & Son | 9600 | | 9600 | | | | | | | | | | 6 |
| 7 | | chimelie supply | 2160 | | 2160 | | | | | | | | | | 7 |
| 8 | | A & E supply | 1600 | | 1600 | | | | | | | | | | 8 |
| 9 | | PURTNOY Lumber | 2140 | | 2140 | | | | | | | | | | 9 |
| 10 | | Marin Paint | 1150 | | 1150 | | | | | | | | | | 10 |
| 11 | | Hollis Elec. | 5200 | | 5200 | | | | | | | | | | 11 |
| 12 | | martin paint | 3400 | | 3400 | | | | | | | | | | 12 |
| 13 | | Charles Jackson | 37000 | 37000 | | | | | | | | | | | 13 |
| 14 | | alFredo Contens | 17000 | 17000 | | | | | | | | | | | 14 |
| 15 | | Larry Patterson | 44000 | 44000 | | | | | | | | | | | 15 |
| 16 | | m Curdillo | 36000 | 36000 | | | | | | | | | | | 16 |
| 17 | | martin Paint | 6610 | | 6610 | | | | | | | | | | 17 |
| 18 | | A & E Supply | 1210 | | 1210 | | | | | | | | | | 18 |
| 19 | | Goldberg & Son | 4680 | | 4680 | | | | | | | | | | 19 |
| 20 | | Central Lumber | 3740 | | 3740 | | | | | | | | | | 20 |
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| | Date 1971 | To whom paid | Amount | Outside contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | July | Reeves Elec. | 40 00 | | 40 00 | | | | | | | | | | 1 |
| 2 | | Tri city Lumber | 112 00 | | 112 00 | | | | | | | | | | 2 |
| 3 | | all city Elec. | 138 00 | | 138 00 | | | | | | | | | | 3 |
| 4 | | Gatos Lumber | 15 00 | | 15 00 | | | | | | | | | | 4 |
| 5 | | Charles Jackson | 195 00 | 195 00 | | | | | | | | | | | 5 |
| 6 | | Shoff Nor Bd. | 75 00 | | | | | | | | | | Auto | 75 00 | 6 |
| 7 | | Con Ed. | 65 00 | | | | | 65 00 | | | | | | | 7 |
| 8 | | N.Y. Telephone | 115 00 | | | | | 115 00 | | | | | | | 8 |
| 9 | | H. Smith & Co | 60 00 | | 60 00 | | | | | | | | | | 9 |
| 10 | | Auto Corp. | 56 10 | | 56 10 | | | | | | | | | | 10 |
| 11 | | Tri City Lumber | 14 50 | | 14 50 | | | | | | | | | | 11 |
| 12 | | Goldberg & Son | 81 20 | | 81 20 | | | | | | | | | | 12 |
| 13 | | Chimerie Supply | 24 00 | | 24 00 | | | | | | | | | | 13 |
| 14 | | A & E Supply | 80 00 | | 80 00 | | | | | | | | | | 14 |
| 15 | | Pubic Contenc | 75 00 | 75 00 | | | | | | | | | | | 15 |
| 16 | | Phil Powell | 100 00 | 100 00 | | | | | | | | | | | 16 |
| 17 | | Alfredo Contra | 150 00 | 150 00 | | | | | | | | | | | 17 |
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| 1 | | | | 17650 00 | H. Kurant | | | | | | | | | 1 |
| 2 | | | | 39200 00 | J. alTabb | | | | | | | | | 2 |
| 3 | | | | 25000 | Mi Marino | | | | | | | | | 3 |
| 4 | | | | 67500 | Larry Patterson | | | | | | | | | 4 |
| 5 | | | | 89000 | Jack mayor | | | | | | | | | 5 |
| 6 | | | | 27000 | Lavania Holding Corp | | | | | | | | | 6 |
| 7 | | | | 3200 00 | S Stahlbury | | | | | | | | | 7 |
| 8 | | | | 11200 00 | Donald Rosenberg | | | | | | | | | 8 |
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| | 1971 | To Whom Paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repairs | Fee | Taxes & Licenses | Accounts | Amount | |
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| 1 | aug | A F E Supply | 3088 | | 3088 | | | | | | | | | | 1 |
| 2 | | " " | 6000 | | 6000 | | | | | | | | | | 2 |
| 3 | | " " | 2088 | | 2088 | | | | | | | | | | 3 |
| 4 | | port Noy Lumber | 1000 | | 1000 | | | | | | | | | | 4 |
| 5 | | marin paint | 14000 | | 14000 | | | | | | | | | | 5 |
| 6 | | all city Elec. | 10000 | | 10000 | | | | | | | | | | 6 |
| 7 | | Gates Lumber | 3030 | | 3030 | | | | | | | | | | 7 |
| 8 | | all city Elec. | 680 | | 680 | | | | | | | | | | 8 |
| 9 | | Hollis Elec. | 2380 | | 2380 | | | | | | | | | | 9 |
| 10 | | martin paint | 2180 | | 2180 | | | | | | | | | | 10 |
| 11 | | Charles Jackson | 57500 | 57500 | | | | | | | | | | | 11 |
| 12 | | alfredo Centeno | 15800 | 15800 | | | | | | | | | | | 12 |
| 13 | | M. Cordillo | 10000 | 10000 | | | | | | | | | | | 13 |
| 14 | | Larry patterson | 40000 | 40000 | | | | | | | | | | | 14 |
| 15 | | martin paint | 2000 | | 2000 | | | | | | | | | | 15 |
| 16 | | A & E Supply | 4100 | | 4100 | | | | | | | | | | 16 |
| 17 | | chimerie Supply | 4740 | | 4740 | | | | | | | | | | 17 |
| 18 | | Goldberg & Son | 1800 | | 1800 | | | | | | | | | | 18 |
| 19 | | port Noy Lumber | 2940 | | 2940 | | | | | | | | | | 19 |
| 20 | | Gates Lumber | 5000 | | 5000 | | | | | | | | | | 20 |
| 21 | | Burman & Son | 5000 | | 5000 | | | | | | | | | | 21 |
| 22 | | New York Tele. | 6870 | | | | | | | 6870 | | | | | 22 |
| 23 | | Con Ed. | 4900 | | | | | | | 4900 | | | | | 23 |
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| | Date 1971 | To whom Paid | Amount | outside contractor | Material | Rent | Supply | Telephone Utilities | advertising Insurance | Repairs | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Sept | Goldsmith Bro. | 23 00 | | | | 23 00 | | | | | | | | 1 |
| 2 | | N.Y. Telephone | 100 00 | | | | | 100 00 | | | | | | | 2 |
| 3 | | portNoy lumber | 161 20 | | 161 20 | | | | | | | | | | 3 |
| 4 | | Goldberg + Son | 118 50 | | 118 50 | | | | | | | | | | 4 |
| 5 | | S & S. Service | 34 00 | | | | | | | | | | Accts | 34 00 | 5 |
| 6 | | Rainbow Inc. | 28 50 | | | | | | 28 50 | | | | | | 6 |
| 7 | | Brown's Employ Ag. | 160 00 | | | | | | | | | | Office Help | 160 00 | 7 |
| 8 | | martin paint | 28 50 | | 28 50 | | | | | | | | | | 8 |
| 9 | | chimerie supply | 42 00 | | 42 00 | | | | | | | | | | 9 |
| 10 | | phil powell | 300 00 | 300 00 | | | | | | | | | | | 10 |
| 11 | | Larry patterson | 250 00 | 250 00 | | | | | | | | | | | 11 |
| 12 | | pablo centeno | 100 00 | 100 00 | | | | | | | | | | | 12 |
| 13 | | allen printing | 34 20 | | | | | | 34 20 | | | | | | 13 |
| 14 | | allen plumbing | 19 00 | | 19 00 | | | | | | | | | | 14 |
| 15 | | J Smith & Son | 82 00 | | 82 00 | | | | | | | | | | 15 |
| 16 | | american Supply | 47 00 | | 47 00 | | | | | | | | | | 16 |
| 17 | | A & E Supply | 30 00 | | 30 00 | | | | | | | | | | 17 |
| 18 | | Gates Lumber | 20 26 | | 20 26 | | | | | | | | | | 18 |
| 19 | | Con Ed. | 42 90 | | | | | 42 90 | | | | | | | 19 |
| 20 | | Charles Jackson | 275 00 | 275 00 | | | | | | | | | | | 20 |
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| 2 | 42600 | N Cherry | 2 |
| 3 | 26400 | P Robinson | 3 |
| 4 | 32900 | L Exum | 4 |
| 5 | 40000 | I. Davis | 5 |
| 6 | 6790 | I. Vasquez | 6 |
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| | Date 1971 | To Whom Paid | Amount | outside contractor | material | Rent | supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | oct | Bahrer Mason Supply | 31 04 | | 31 04 | | | | | | | | | | 1 |
| 2 | | Tri city Lumber | 42 12 | | 42 12 | | | | | | | | | | 2 |
| 3 | | all city Elec | 23 90 | | 23 90 | | | | | | | | | | 3 |
| 4 | | Martin paint | 16 80 | | 16 80 | | | | | | | | | | 4 |
| 5 | | J. Smith & Co | 45 00 | | 45 00 | | | | | | | | | | 5 |
| 6 | | allied maint | 22 50 | | | | | | | | | | Rubbish | 22 50 | 6 |
| 7 | | Rainbow Dms. | 120 00 | | | | | | 120 00 | | | | | | 7 |
| 8 | | Collin Bro. | 6 50 | | 6 50 | | | | | | | | | | 8 |
| 9 | | auto Croft. | 42 00 | | 42 00 | | | | | | | | | | 9 |
| 10 | | Johnson & Co. | 16 00 | | 16 00 | | | | | | | | | | 10 |
| 11 | | Reeves Elec. | 59 12 | | 59 12 | | | | | | | | | | 11 |
| 12 | | Charles Gorham | 265 00 | 265 00 | | | | | | | | | | | 12 |
| 13 | | Larry patterson | 175 00 | 175 00 | | | | | | | | | | | 13 |
| 14 | | Gates Lumber | 16 80 | | 16 80 | | | | | | | | | | 14 |
| 15 | | S & S Service | 29 75 | | | | | | | | | | auto | 29 75 | 15 |
| 16 | | Gates Lumber | 38 50 | | 38 50 | | | | | | | | | | 16 |
| 17 | | SHOFFNER R.D. | 48 25 | | | | | | | | | | auto | 48 25 | 17 |
| 18 | | N.Y. Telephone | 61 80 | | | | | 61 80 | | | | | | | 18 |
| 19 | | Con Ed. | 86 00 | | | | | 86 00 | | | | | | | 19 |
| 20 | | City Collector | 25 00 | | | | | | | | 25 00 | | | | 20 |
| 21 | | phill powell | 215 00 | 215 00 | | | | | | | | | | | 21 |
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| | Date 1991 | To whom paid | Amount | outside contractor | Material | Rent | Supply | Telephone utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Nov | S & S. Service. | 75 00 | | | | | | | | | | Auto | 75 00 | 1 |
| 2 | | Gates Lumber | 75 00 | | 75 00 | | | | | | | | | | 2 |
| 3 | | Alfredo Contino | 145 00 | 145 00 | | | | | | | | | | | 3 |
| 4 | | Charles Jackson | 400 00 | 400 00 | | | | | | | | | | | 4 |
| 5 | | Reeves Elec. | 20 00 | | 20 00 | | | | | | | | | | 5 |
| 6 | | Johnson & Co. | 50 00 | | 50 00 | | | | | | | | | | 6 |
| 7 | | Auto Craft. | 9 78 | | 9 78 | | | | | | | | | | 7 |
| 8 | | Collins Bros | 46 20 | | 46 20 | | | | | | | | | | 8 |
| 9 | | Rainbow Inc. | 65 00 | | | | | | 65 00 | | | | | | 9 |
| 10 | | Allied Mainy. | 35 70 | | | | | | | | | | Rubbish | 35 70 | 10 |
| 11 | | J. Smith & Co. | 57 60 | | 57 60 | | | | | | | | | | 11 |
| 12 | | Martin Paint | 100 00 | | 100 00 | | | | | | | | | | 12 |
| 13 | | All City Elec. | 20 00 | | 20 00 | | | | | | | | | | 13 |
| 14 | | Shoffner Bro. | 40 00 | | | | | | | | | | Auto | 40 00 | 14 |
| 15 | | N.Y. Telephone | 59 60 | | | | | 59 60 | | | | | | | 15 |
| 16 | | Con Ed. | 70 00 | | | | | 70 00 | | | | | | | 16 |
| 17 | | Phil Powell | 650 00 | 650 00 | | | | | | | | | | | 17 |
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| | Date 1971 | To whom Paid | Amount | Outside Contractor | Material | Rent | Supply | Telephone Utilities | Advertising Insurance | Repair | Fee | Taxes Licenses | Account | Amount | |
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| 1 | Dec | allen plumbing | 3850 | | 3850 | | | | | | | | | | 1 |
| 2 | | " " | 3620 | | 3620 | | | | | | | | | | 2 |
| 3 | | J. Smith & Co. | 4170 | | 4170 | | | | | | | | | | 3 |
| 4 | | United Salvage | 3980 | | 3980 | | | | | | | | | | 4 |
| 5 | | American Supply | 2700 | | 2700 | | | | | | | | | | 5 |
| 6 | | A & E Supply | 4350 | | 4350 | | | | | | | | | | 6 |
| 7 | | Gate Lumber | 3820 | | 3820 | | | | | | | | | | 7 |
| 8 | | Con Ed. | 4150 | | | | | 4150 | | | | | | | 8 |
| 9 | | Tri city Lumber | 3750 | | 3750 | | | | | | | | | | 9 |
| 10 | | Charles Jackson | 22500 | 22500 | | | | | | | | | | | 10 |
| 11 | | Larry Patterson | 10000 | 10000 | | | | | | | | | | | 11 |
| 12 | | phil powell | 6570 | 6570 | | | | | | | | | | | 12 |
| 13 | | martin paint | 3980 | | 3980 | | | | | | | | | | 13 |
| 14 | | Brown's Employment | 4150 | | | | | | | | | | Office help | 4150 | 14 |
| 15 | | S&S Service Mat | 2110 | | | | | | | | | | Rents | 2110 | 15 |
| 16 | | Goldberg & Son | 3250 | | 3250 | | | | | | | | | | 16 |
| 17 | | N.Y. Telephone | 11650 | | | | | 11650 | | | | | | | 17 |
| 18 | | Portney Lumber | 3510 | | 3510 | | | | | | | | | | 18 |
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Wil
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NOMAD®

226-63N
VINYL-GUARDED BINDER
WITH "CYCOLOK®" METALS

UNiversaL BUSiness Service
185-01 Jamaica Ave
HOLLiS, N.Y. 11423
(212) 479-8300

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA

CR. NO. 74-466

-against-

ALGIS GALE,

Defendant.
----------x

MOTION FOR JUDGMENT OF ACQUITTAL
AND/OR A NEW TRIAL

The defendant moves that the indictment be dismissed on the following grounds:

1. The indictment does not state facts sufficient to constitute an offense against the United States.

2. The indictment was not found within three years next after the alleged offense was committed.

The defendant also moves this court to grant him a new trial for the following reasons:

3. The court erred in denying defendant's motion for acquittal made at the conclusion of the evidence.

4. The verdict is contrary to the weight of the evidence.

5. The verdict is not supported by substantial evidence.

6. The court erred in denying the defendant's motion for arrest of judgment.

7. The defendant was substantially prejudiced and deprived of a fair trial by reason of newly discovered evidence not available at the time of trial.

S/

HAROLD L. GOERLICH
Attorney for Defendant
380 North Broadway
Jericho, New York 11753

NOTICE OF MOTION

TO: DAVID G. TRAGER, ESQ.
United States Attorney
for the Eastern District of New York
225 Cadman Plaza
Brooklyn, New York

PLEASE TAKE NOTICE that the undersigned will bring the above motion on for hearing before the Honorable Henry Bramwell, in Room 9, United States Court House, Brooklyn, New York, on the 12th day of August, 1975 at 10:00 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard.

HAROLD L. GOERLICH
Attorney for Defendant
380 North Broadway
Jericho, New York 11753

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA

CR. NO. 74-466

AFFIDAVIT

-against-

ALGIS GALE,

Defendant.
----------x

STATE OF NEW YORK)
)SS:
COUNTY OF NASSAU )

ALGIS GALE, being duly sworn, deposes and says:

That he is the defendant in the above entitled case and respectfully requests that this Court grant him a new trial based upon newly discovered evidence, which is disclosed by the attached affidavits of:

1) Collins Smith, who worked side by side with Guillermo O. Cuevas in Las Antillas Motors and saw him paid weekly in sums exceeding amounts stated in application to Federal Housing Authority;

2) Johnny Drake, who stated he was involved in a car sale with Guillermo O. Cuevas;

3) Sylvester Rowe, who stated that there was another person financially interested in Otha Wray Muskelly, Jr.;

4) Rosita Norma Mindez, who stated she was Guillermo O. Cuevas girlfriend, knew where he worked and attended closing with him;

5) Phil Powell, who stated he knew Charles Jackson, Jr. and that he worked for S & S Construction Company;

6) Al Gordon, who stated he discovered that S & S Construction Company had a parent corporation known as S & S Improvement Company (phones and addresses are the same) and thus raised reasonable doubt that Charles Jackson, Jr. could have worked for S & S Improvement Company as well and thereby earn in excess of amount listed in Federal Housing Authority application;

7) Norman Ushkow, who stated he believes that Frank Mathis was also called Suratt;

8) Otha Wray Muskelly, Jr. who stated he was solely responsible for the application and the proceeding that happened subsequent thereafter.

That this information did not come to my attention until after the verdict, as Collins Smith, Phil Powell, were not available during the time of the trial, and have just returned to the jurisdiction of this court, and that Rosita Norma Mindez and Johnny Drake were not known until conversations were had with Collins Smith.

Further, that Otha Wray Muskelly, Jr. was not available for testimony as he was too ill to attend Court.

WHEREFORE, deponent respectfully requests a new trial based on reasonable doubt and recent evidence just discovered.

S/
ALGIS GALE

Sworn to before me this
11th day of August, 1975.

S/HARRIET DAKS
Not. Pub., St of N.Y.
No. 24-5901425
Qual. in Kings County
Comm. Exp. 3/30/76

LAW OFFICES
IRVING I. STEINMAN

REctor 2-0732-3

225 BROADWAY
NEW YORK, N. Y. 10007

August 18, 1972

Phyllis Malaret
719-A Quincy Street
Brooklyn, New York

Re: 719-A Quincy Street
Brooklyn, New York

Dear Madam:

I am the attorney for Guillermo O. Cuevas, the owner of the above property.

Please be advised that the foreclosure sale in the above matter has been stayed by the Court and Mr. Cuevas is still the owner of the premises until such time as the Court hears the motion, which is now set for August 31, 1972. Please pay your rents to Mr. Cuevas or his agent until you are further notified.

Very truly yours,

IRVING I. STEINMAN

IIS:sf

cc Mr. A. Gale

COPY

LAW OFFICES
IRVING I. STEINMAN

REctor 2-0732-3

225 BROADWAY
NEW YORK, N. Y 10007

August 18, 1972

Ms. Ruth Boney
719-A Quincy Street
Brooklyn, New York

Re: 719-A Quincy Street
Brooklyn, New York

Dear Madam:

I am the attorney for Guillermo O. Cuevas, the owner of the above property.

Please be advised that the foreclosure sale in the above matter has been stayed by the Court and Mr. Cuevas is still the owner of the premises until such time as the Court hears the motion, which is now set for August 31, 1972. Please pay your rents to Mr. Cuevas or his agent until you are further notified.

Very truly yours,

IRVING I. STEINMAN

IIS:sf

cc Mr. A. Gale

COPY

ARCHIBALD OBOLER
COUNSELLOR AT LAW

44 COURT STREET
BROOKLYN, N. Y. 11201
TRIANGLE 5-6626

Feb 1st,1972

Mr. A. Gale
Jamaica N.Y.C.

Dear Mr. Gale,

I had a plumber company ready to start converting the 719A Quincy Street to a two family house. This would have taken care of all the violations.

However, it is a good thing that we did not start because the United Institutional Co has started foreclosure because Mr. Cuevas has paid nothing since October 1971. So, nothing can be done at the present time. If the mortgagee hadnt told us, the plumber would have put in a lot of work. Personally. I think that the plumber company would have wanted an assignment before actually, starting the work. Now, I dont know what can be done.

Truly yours,

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.
----------x

STATE OF NEW YORK)
)SS:
COUNTY OF Queens )

COLLINS SMITH, being duly sworn, deposes and says:

I reside at 428 Sheffield Avenue, Brooklyn, New York.

From February, 1969 until December, 1972, I worked directly under Miguel Javier as a salesman and part-time mechanic for Los Antillos Motors at 1605-1606 Bushwick Avenue, Brooklyn, New York, during which years I earned between $8,000.00 to $15,000.00 a year, and had a very close association with another salesman-mechanic, Guillermo Oscar Cuevas, a/k/a Calderone, Rodriguez, etc., and throughout this entire period except when I took a leave of absence from April, 1969 until May, 1970, I worked directly with Oscar Cuevas in renovating and selling cars to fleet owners in Puerto Rico. During Oscar's frequent business trips to Puerto Rico, he would frequently be away for days or even weeks at a time. Sometimes I went with Criado or Cuevas to make bank deposits at either the Banco de Ponce or the Bankers Trust Company.

C.S.

Nelson

During much of this time, Oscar was living in Nelson Criado's house at 68 DeSalles Place, Brooklyn, New York and also used other addresses, where his wife was receiving welfare payments under her maiden name.

I knew for a fact that some of the cars on the Los Antillos lot including a 1968 Oldsmobile, a 1964 red Chevrolet, a 1968 Mustang, and others were owned by Oscar Cuevas personally through his involvement with Los Antillos Motors. One of these cars, the red 1964 Chevrolet sedan was sold by me for Cuevas who signed the transfer form for Los Antillos Motors. During these years, checks or dealer registrations were signed either by Miguel Javier, Nelson Criado or Oscar Cuevas.

Oscar Cuevas himself paid the men on his own staff who were primarily responsible for reconditioning and selling the fleet cars to Puerto Rico. One of the men on Cuevas' staff was John Drake and another was a Jimmy Stewart who was with Los Antillos during most of the 1969-72 period and at that time lived on Liberty Avenue near Vermont Street, Brooklyn, New York.

While I earned between $8,000.00 and $15,000.00 per year, I knew for a fact that Oscar Cuevas was earning more money, through observation and through Oscar's own admission.

One incident I remember is that Cuevas tried to steal one of my Spanish speaking customers. There was a shoving match at which time Cuevas pushed me aside. I belted Cuevas and sent him flying across the hood of a 1969 red Cougar which was in the

middle of the showroom floor at Los Antillos Motors at 1606 Bushwick Avenue.

I have read the above very carefully and subscribe mynname hereunder.

S/
COLLINS SMITH

Sworn to before me this
1 day of Aug. 1975.

S/
Robert Kaufman
Notary Public, State of N.Y.
No. 41-7183001
Qual. in Queens County
Comm. Exp. 3/30/76

The Antilles Motor Inc.

We [illegible] Used Cars In Perfect Condition
We Also Sell New Cars Of All Makes
We can send cars to Puerto Rico and
Dominican Republic
Visit our Mechanic Shop

[illegible]
Bronx



4 1956 ALL 6 MODELS

**Evergreen Motor Sales, Inc.**

QUALITY USED CARS

- CARS SHIPPED TO PUERTO RICO -

LUIS, MANAGER

1605 BUSHWICK AVENUE
BROOKLYN, N. Y. 11207



IRVING
496-4179 455 2994

**K & K Boiler Repair - Welding**

*Fire Brick - Mud Rings - Retubes*

33 Rockaway Avenue Brooklyn, New York

Form 105-35M-701290(66) 114

The City of New York

DEPARTMENT OF BUILDINGS

BOROUGH OF Brooklyn

Cert. of Occupancy Application No. 66v 19 7v

Premises 719 a Dumont Ave.

Objection: Housing Dept. violation not complied with.

(Date) 8-23-7v

John J. Walsh
Boro. Supt.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA,

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.
----------x

STATE OF NEW YORK)
)SS:
COUNTY of Queens

JOHNNY DRAKE, being duly sworn, deposes and says:

I reside at 563 Ashford Street, Brooklyn, New York.

From 1969 until 1970 I worked as both a car salesman, mechanic and security guard for Los Antillos Motors at 1605-1606 Bushwick Avenue, Brooklyn, N.Y. and during that period never saw or heard of Mr. Gale.

The owners and managers of the business were Nelson Criado, Miguel Javier and Mr. Soto. During this period, Oscar Cuevas, a/k/a Calderone, a/k/a Rodriguez, was working as a salesman and mechanic, largely involved with repairing and reconditioning the cars for export to Puerto Rico.

After I got a more permanent job, I would come back to Los Antillos Motors to visit with my friends and former associates.

In 1971, I had occasion to buy a car, a 1964 Buick Riviera which Oscar Cuevas was then using as a company car and sold to me directly from Los Antillos Motors.

During my period of employment and afterwards, I always knew Oscar Cuevas as a salesman, mechanic and export specialist instrumental in reconditioning cars for export to Puerto Rico.

During my period of employment, I worked directly with and under Oscar Cuevas.

Los Antillos Motors, Inc. always paid all of their employees in cash and treated them as independent contractors for tax purposes.

I always received my weekly salary every Saturday morning either from Nelson Criado, Miguel Javier, or Oscar Cuevas.

I have read the above very carefully and subscribe my name hereunder.

S/
JOHNNY DRAKE

Sworn to before me this
9th day of August 1975.

S/
Robert Kaufman
Notary Pub., St. of N.Y.
No. 41-7183001
Qual. in Queens Co.
Comm. Exp. 3/30/76

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------X

UNITED STATES OF AMERICA,

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.
----------X

STATE OF NEW YORK )
) SS:
COUNTY OF )

IRVING SOTO, being duly sworn, deposes and says:

That I reside at 31 Palmetto Drive, Coral Gables, Florida.

From 1967 until 1973, I was part-owner and managing director of Las Antillas Motors, Inc. at 1605-1606 Bushwick Avenue, Brooklyn, New York along with Nelson Criado and Miguel Javier.

During this period, we had numerous employees, including Collins Smith, John Drake, Jimmy Stewart, Miguel Criado, Moses Armstrong, Oscar Cuevas (Calderone) plus many more who came and went.

For at least 2-1/2 or 3 years, we employed Oscar Cuevas as our prime salesman and mechanic involving the sale of reconditioned cars to taxi and fleet owners in Puerto Rico and the Dominican Republic. He had a native simplicity and sincerity which the Puerto Rican and Dominican people could believe and trust.

He was very effective and we used him to good advantage advancing his salary or "draw" from $100.00 per week in 1969 to over $250.00 per week in 1972.

The firm, Las Antillas Motors, used to treat all of their employees, including the owners, as independent contractors who received regular weekly salaries without deductions. In addition, we would pay the expenses of our employees when they had to entertain prospective buyers of transport cars to Puerto Rico, the US Virgin Islands, or the Dominican Republic. Oscar Cuevas traveled to the Caribbean many times for us at company expense and it was only after we found out all the money he was spending on outside activities that we had to fire Oscar Cuevas.

My partner, Nelson Criado, even helped Mr. Cuevas to the extent of letting Oscar live in Criado's own house at 68 DeSalles Place in Brooklyn, practically rent free so that Cuevas could look in at the car lot and showroom during the night to see that our watchmen who were employed jointly by us and by Evergreen Motors (Luis Berrios) were on the job. 68 DeSalles Place was directly around the corner from the car lot right off Bushwick Avenue,

Finally, complaints from our contacts in Puerto Rico and Mrs. Cuevas forced us to fire Cuevas.

I personally paid Mr. Cuevas in cash every Saturday morning and he worked for Las Antillas Motors for about three (3) years.

I have read the foregoing very carefully and subscribe my name hereunder.

[redacted]

IRVING SOTO

Irving Soto

Sworn to before me this

20 day of August, 1975.

LAS ANTILLAS MOTORS

(old Letterhead with Telephone #)

12 4 71

O. Cuevas

Your salary increased to #250 from #200 1/1/72. Keep up the good work.

T. Soto (Signed)

CUEVAS ✓

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.
----------x

STATE OF NEW YORK)
)SS:
COUNTY OF Kings

SYLVESTER ROWE, being duly sworn, depoees and says:

When Frank Mathis came by to pick me up for the 668 Halsey Street closing with a very sick Otha Wray Muskelly, Jr. in his black Cadillac, Mathis told me that his boss had asked him to make sure that the matter closed because the "bank commitment" was running out in two or three days. Otha was almost delirious and unable to talk and we dropped him off someplace on our way to Hempstead or Levittown.

It was only after I testified in this case that Mathis called me again and thanked me for keeping his boss out of this case. I asked him what he meant, and wasn't Mr. Gale his boss?

Mathis said, "Hell no!" Sidney, or Mr. Grossman, wanted to get back the money he had loaned Gale on a partnership arrangement to renovate and restore Muskelly's house on Halsey Street. Unless it closed, he said, Grossman was afraid he would lose his money, or so he implied.

I thought I was doing a favor for Mr. Gale who has given me many jobs and has been considerate. I would not have done the same favor for Mr. Grossman whom I also know and have tried to borrow money from, but Grossman's associates have never appeared too respectable to me.

I have read the above very carefully and subscribe my name hereunder.

s/
SYLVESTER ROWE

Sworn to before me this
7th day of Aug., 1975.

s/
Sheldon Sigalow
Notary Public, State of New York
No 24-3662905
Qual. in Kings County
Comm. Exp. March 30, 1977

ALGIS GALE,

Defendant.

AFFIDAVIT

State of New York
County of Kings } SS

ROSITA MINDEZ residing at 953 Glenmore Ave. Brooklyn, N.Y deposes and says that in 1968 I met Guillermo "Oscar" Cuevas and used to meet him at his place of employment at Las Antillas Motors at 1606 Bushwick Avenue Brooklyn, N.Y. and go out with him frequently. Oscar was a car salesman or something like that. I know that Saturdays Oscar would have a lot of cash on hand to pay his men with and on Saturdays he would spend a lot of money on me but we would always have fun. I had met Oscar's bosses Mike Javier and a Mr. Nelson with a big black moustach - they called him the "Gypsy".

Once around 1971, Oscar was buying a house in Brooklyn and he was very anxious to go through with the deal. His wife Rosa either did not want the house or was away in Puerto Rico, and Oscar in his romantic asked me to represent his wife at the closing. We went to some mortgage company in Manhattan and Oscar was very pleased to take title to "his own house". Later his wife [illegible]

R.M.

Oscar Cuevas always had a very good position at the car business because the company used to frequently pay for his business trips to Puerto Rico and he used to drive various company cars while in New York which he used to enjoy fixing himself, since Oscar was very good mechanic.

State of New York
County of Kings } SS:

Rosita Mendez

Sworn to before me this
day of August, 1975.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

UNITED STATES OF AMERICA

-against-

ALGIS GALE,

Defendant.
----------x

CR NO. 74-466

AFFIDAVIT

STATE OF NEW YORK)
)SS:
COUNTY OF Queens

PHIL POWELL, being duly sworn, deposes and says:

I reside at 33 Rockaway Ave., Brooklyn, New York.

That I worked for and with Sheldon, a/k/a Harry Scheider and S & S Improvement Company from 1969 until 1972.

During these times, I (as K & K Boiler Co.) would frequently get paid as K & K Boiler Company and would sub-contract S & S for him. On other occasions, S & S would sub-contract me for necessary work and pay me or K & K Boiler Company out of its earnings.

I frequently needed a special assistant for my heavier plumbing installations, someone I could rely on, and Charles Jackson, Jr. was the man who was always sent by Mr. Schneider or Mr. Centero of S & S to work with me.

There were a number of separate occasions when I contracted Charles Jackson, Jr. to work for me independently and I paid him independently of S & S.

I also did work for Charles Jackson, Sr. and Helon Jackson on a number of occasions including their house at 36-16 Beach Channel Drive, which they bought from Sidney Grossman. Mrs. Jackson would always tell me that it used to be Mr. Sidney Grossman's house.

I have read the above very carefully and subscribe my name hereunder.

S/
PHIL POWELL

Sworn to before me this
9th day of August, 1975.

S/
Robert Kaufman
Notary Public, St of N.Y.
No 41-7183001
Qual in Queens Co.
Comm. Exp. 3/30/76

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

UNITED STATES OF AMERICA

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.

----------x

STATE OF NEW YORK)
)SS:
COUNTY OF QUEENS )

ALFONZO GORDON, being duly sworn, deposes and says:

I reside at 99-04 200th Street, Hollis, New York.

That in the process of reviewing the papers and documents recently moved from my former office at 211-17 Jamaica Avenue, Queens Village, New York, I came across an authorization letter from Schneider of S & S Construction Company at 204 Jamaica Ave., Brooklyn, New York requesting me to do a cash disbursements journal for S & S Construction Company. The letter also reminded me that the accountant for the S & S Improvement Company, the parent corporation, was probably Fred Cohn, and that he was the one who I believe was responsible for taxes and financial reports for Schneider.

I also reaffirm my statement that the man I met at 201-15 Linden Blvd., St. Albans, New York in June of this year was Charles Jackson Jr. while in the presence of Charles Jackson, Sr. his father.

I have read the foregoing very carefully and subscribe my name hereunder.

S/
ALFONZO GORDON

Sworn to before me this

11th day of August, 1975.

S/ Rony Kessler
Notary Pub, St of NY
No 41-2101845
Qual in Queens Co
Comm Exp. 3/30/77

Nov. 19th, 1969

Universal Business Service, Inc.
185-01 Jamaica Ave.
Hollis, N.Y. 11423

Re: S & S Construction Corp.
204-06 Jamaica Ave.
Brooklyn, N.Y. 11208

Dear Mr. Gordon,

Many times before we have talked and I have put off hiring you to continue to get our books and records together because we were busy moving from the Bronx and because of my personal problems as well as financial pressures, as you know.

At this time, as per your request, I hereby authorize you to proceed with putting together a Cash Receipt and Disbursement Journal for S&S Construction Corp. which handles our outside contracting contracts.

Taxes and financial statements will continue to be handled by our regular accountant and lawyer, Fred Cohn, as we discussed previously.

If you have any questions, please feel free to contact me or Mr. Cohn.

Very truly yours,

Harry Schick

Enc. $100

cc: Fred Cohn

S & S IMPROVEMENT CORP.
204 Jamaica Avenue
Brooklyn, New York 11208
212 647-4522

TO WHOM IT MAY CONCERN:

Re: CHARLES JACKSON, Jr.

This letter is intended to recommend very highly my most experienced man who has supervised on many of my jobbs, has purchased my material, cashed my checks and those of the firm and in every way has proven to be energetic and completely trustworthy.

I have been paying Mr. Jackson up to $300.00 per week when he is on a job. However, as I do more and more outside large scale plumbing installations for the City and others, my plumbers have to be licensed and Charles Jackson Jr. is not a licensed man, although he is very good with the men.

While I continue to use Mr. Jackson, he is going to be seeking something more permanent and steady and still will want outside jobs with you. I highly recommend him.

S & S IMPROVEMENT CORP.

BY: Adam Ziegler

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

UNITED STATES OF AMERICA,

CR. NO. 74-466

-against-

AFFIDAVIT

ALGIS GALE,

Defendant.

----------x

STATE OF NEW YORK)
) SS:
COUNTY OF Nassau )

I, NORMAN USHKOW, do hereby depose and say:

That approximately three years ago, I was introduced to a man by the name of Suratt who wanted to negotiate a sale for a house I owned. He was heavy set, Frown, on the stocky side and with a round belly. I met with him twice but the sale never went through.

Subsequently when the issue of his identity possibly being the same as a Frank Mathis came up, I tried to locate Frank Mathis but was unable to.

I was informed that Frank Mathis did some work for Sidney Grossman. Mr. Grossman's description of Frank Mathis to me was almost identical to the person I had met as Suratt. This would suggest a strong possibility that the two individuals are the same.

I was in the insurance business on Broadway, Brooklyn, New York during the late 1960's and dealt with several other car dealers on Bushwick Avenue which was one block away, in the sense that my customers would buy cars from them.

Las Antillas Motors, was one of the used car dealers during this period of time on Bushwick Avenue.

I have read the foregoing very carefully and subscribe my name hereunder.

S/
NORMAN USHZOW

Sworn to before me this
11th day of August, 1975.

S/
James N Grace
Notary Pub, St. of N.Y.
No. 52-6616925
Qual. in Suff. County
Term Exp 3/30/76

STATE OF NEW YORK }
COUNTY OF KINGS } SS

I, OTHA WRAY MUSKELLY JR.
BEING OF SANE MIND do deposes AND SAY THAT IN
I WAS INDUCED TO BUY A HOUSE AND ATTEN-
CLOSINGS, WITH FRAN MATHIS WHOM KNEW &
HIS BROTHER JIM A. . THE ADRESS OF THE HOUSE
WAS [illegible] HALSEY ST BKLYN, N.Y..
NO ONE ELSE WAS RESPONSIBLE.

O. W. Muskelly Jr.

WITNESSETH

VISITORS

PASS

DATE AUG 8 1975

WARD

which may exist between Jones and Jackson. Equity requires that neither United nor plaintiff as its assignee, both being innocent purchasers for value be prevented from enforcing the mortgage to the benefit of the wrongdoers. At the very least it must be found further that Jones is guilty of laches in waiting to the point of sale before bringing this motion fully knowing that the mortgage was unpaid and in arrears.

Therefore deponent respectfully requests that the within motion be denied and that the stay contained in the Order to Show Cause be vacated that plaintiff be permitted to proceed to sale without further delay.

Dated Sept. 11, 1972

Walter Levinson

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upon
the
herein, by delivering a true copy thereof to h personally. Deponent knew the
person so served to be the person mentioned and described in said papers as the
therein.

out of foreclosure by making spasmodic payments of irregular amounts, (see affidavit of Harold Fisher, Senior Vice-Pres. of United, submitted herewith). The title report on closing also showed the following judgments docketed against her: (a) K & K Heating Co. Inc., $83.42, docketed 10/23/67; (b) Salesman Real Estate Corp., $869.84, docketed 9/12/68; (c) Public Service Mutual Insurance Co., $5,015.00, docketed 8/7/67.

The conclusion becomes inescapable that if anything, contrary to her accusations, Jones willingly participated in a scheme to relieve her of these debts and forestall the imminent foreclosure of her former mortgage. On March 16, 1972, after the commencement of this foreclosure action and in response to a letter addressed to the tenants of the premises, affirmant's

letter addressed to the tenants of the premises, affirmant's office received a telephone call from a Mr. Toler who stated that he was the husband of Catherine Toler one of the tenants and that the other tenant was Rose Toler who is the grand daughter of Jones. He further stated that the premises were a two family dwelling and that all rents were paid to Jones at 928 Bushwick Ave., Brooklyn, N. Y., being other premises owned by her.

If Charles Jackson were to re-convey the premises to Jones, the mortgage would still be in default, as Jones apparently well knew being the collector of the rents. Jones having obtained the proceeds of the mortgage for her own benefit states no willingness and shows no ability to pay the mortgage arrears which are due from March 1, 1971, at the rate of $215. monthly. Despite her various know nothing protestations Jones who had been in title since 1964, and who also appears to own other property must be presumed to be well aware of the nature of the mortgage obligation and other business transactions.

Plaintiff has an absolute unqualified legal right to enforce its mortgage regardless of any possible secret agreement

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upon the herein, by delivering a true copy thereof to h personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

SUPREME COURT : KINGS COUNTY

- - - - - - - - - - - - - - - - - - - - x

AMSTERDAM FEDERAL SAVINGS AND LOAN ASSOCIATION,

Plaintiff,

-against-

CHARLES JACKSON, JR., et als.,

Defendants.

- - - - - - - - - - - - - - - - - - - - x

AFFIRMATION

Index # 2355/

WALTER LEVINSON, an attorney duly admitted to practice in the courts of this state affirms under the penalties of perjury that the following statements are true:

That he is a member of Friedland & Levinson, the attorney for the plaintiff and is fully familiar with all the facts herein, [illegible] this affidavit in opposition to the motion to stay the

for the plaintiff and is fully familiar with all the facts herein, and makes this affidavit in opposition to the motion to stay the foreclosure sale herein.

That the moving affidavit and allegations of the attached complaint is a mere tissue of unsubstantiated accusations and contradictory allegations, it is of value only for what it fails to say concerning defendant Jones' part in the alleged scheme. There is absolutely no basis for linking Algis J. Gale in any way with United Institutional Servicing Corp. A mortgage application was received by United in the normal course of business and was processed among many others as a purchase money mortgage to be made upon a sale of the premises to Jackson, the applicant, there was no reason to believe it to be anything else. The necessary application and supporting forms for credit were properly executed by Jackson.

If there was anything other than what appeared on the surface to be a sale from Jones to Jackson, it can only have been a conspiracy to victimize United by obtaining a mortgage to liquidate the debts of Jones and the arrears under her prior mortgage. On the date of closing, Jan. 26, 1971, Jones was over one year in arrears on her former mortgage but trying to keep it

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upon the herein, by delivering a true copy thereof to h personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS :
SPECIAL TERM PART I

----------X

AMSTERDAM FEDERAL SAVINGS LOAN
ASSOCIATION,

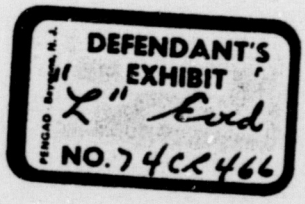
Plaintiff,

-against-

CHARLES JACKSON, JR., and
CATHERINE and ROSE TOLER,

Defendants.

----------X




Brooklyn, New York
September 28, 1972

BEFORE:

HON. FRANK J. PINO,

Justice.

APPEARANCES:

FRIEDLAND & LEVINSON, ESQ.
For the Plaintiffs

BY: WALTER LEVINSON, ESQ., of Counsel

KATZ, WITTNEBERG, LEVINE & SILVERMAN, ESQS.
General Counsel for United Institution
Servicing Corp., Servicing Agent for
the Plaintiff

BY: BENNET HIGH SILVERMAN, ESQ., of Counsel

EUGENE PROSNITS, ESQ.
Intervener for Ethel Jones

Rose M. Bricker, C.S.R.,
Official Court Reporter

E T H E L J O N E S, residing at 928 Bushwick Avenue, Brooklyn, New York, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PROSNITS:

Q What is the address of this house?

A 183 --

Q Culver Street, right?

A Yes.

Q Mrs. Jones, were you the owner of a house at 183 Culver Street in Brooklyn?

A Yes.

Q Is that a two-family house?

A Two-family house.

Q When did you buy this house?

A In '64.

THE COURT: Give us the date.

THE WITNESS: 1964.

THE COURT: I want the date. What date?

MR. LEVINSON: Your Honor, I won't make any objection so as not to disturb the continuity.

BY MR. PROSNITS:

Q Was it in January, 1964?

A Yes. If I make no mistake I think it was.

THE COURT: What did you pay for it?

THE WITNESS: $23,000.

THE COURT: How much cash did you put down?

THE WITNESS: 15 -- $1500, if I make no mistake, 1550.

THE COURT: $1550?

THE WITNESS: Yes.

THE COURT: What did you do, take it subject to a mortgage?

Q Did you obtain two mortgages on the house?

A Well at that time they didn't tell me it was two mortgages. The place was at 628 Broadway.

THE COURT: What?

Q Is this a real estate place?

A Yes, it was a real estate there, 628 Broadway.

THE COURT: I want to know about the mortgages. Was it one mortgage or two mortgages?

Q Wasn't it first one mortgage and then you obtained a second mortgage?

A Yes.

THE COURT: She said she put $1550 down. Right?

MR. LEVINSON: There were twomortgages according to the record.When she acquired title she took it subject to a first mortgage.

THE COURT: Of how much?

MR. LEVINSON: Of approximately $12,000.

THE COURT: That is the first.

MR. LEVINSON: And she executed a purchase money second mortgage of $8,986. That is, according to the record.

THE COURT: What is the date of the second?

MR. LEVINSON: The date she became the owner, the date she executed the mortgage was January 30, 1964, your Honor.

THE COURT: Is that so? Is that correct, Mrs. Jones?

THE WITNESS: It was in '64, I know.

THE COURT: I want to know that correct now. Does this refresh your recollection?

THE WITNESS: January 30th -- it was in January.

THE COURT: I am talking about the amount, the price and the mortgage you signed. Do you remember signing mortgages?

THE WITNESS: Yes, I signed. But I had a fellow with me at the closing, Richard Payne.

THE COURT: All I want to know --

THE WITNESS: Yes, I signed the mortgages.

THE COURT: Is that the way the transaction took place? You signed two mortgages totalling over $20,000 and you put up $1,[illegible]50 cash?

THE WITNESS: Yes. There was a co-owner, Richard Payne.

THE COURT: You bought with somebody else. What was his name?

THE WITNESS: Richard Payne.

MR. PROSNITS: Is he now deceased?

THE WITNESS: Yes, he is deceased.

THE COURT: P-A-Y-N-E?

THE WITNESS: Yes.

THE COURT: Did you buy his interest or what?

THE WITNESS: No.

THE COURT: You didn't?

THE WITNESS: I didn't buy his interest.

THE COURT: Is he still an owner?

THE WITNESS: No, he is deceased.

THE COURT: At the time that this foreclosure

took place that we are concerned with, were there two -- how was the property conveyed to Charles Jackson if therewere two owners?

MR. LEVINSON: Your Honor, according to the record here and according to my search for my foreclosure, I pieced it all together. In 1964 she purchased the property with Richard Payne. Now she got into trouble on the first mortgage in 1969 because according to my search, a lis pendens was filed, 1970 on November 30th, 1970.

THE COURT: Novembar 30th --

MR. LEVINSON: 1970, a lis pendens was filed on the first mortgage. Now as stated in the affidavits that are attached thereto, that first mortgage foreclosure stated that she owed from October of '69 or from November, excuse me, November, '69. Shortly thereafter, this action was started, the one in 1970, proceedings were instituted by a party named Jackson claiming that he was under contract to purchase the property from Mrs. Jones. An application was processed and a loan was approved by the proper authorities and at that time in 1971 she conveyed --

MR. LEVINSON: When the title report came in for the closing of the new title, it was all marked off. Richard Payne was off. So there is no more I can give you.

THE COURT: Just a moment. Do you have anything in your title report?

MR. SILVERMAN: No, this is our title report Mr. Levinson is showing.

THE COURT: Do you have an abstract of any kind which indicates how Payne got out of this title?

MR. SILVERMAN: No, sir, we receive a report. We don't receive an abstract.

MR. LEVINSON: This report was prepared by Metropolitan Guaranty Title Company.

THE COURT: Mrs. Jones, if you know, what happened to Payne's interest in that property?

THE WITNESS: Your Honor, could I explain to you?

THE COURT: No, no, no. Just answer my question.

THE WITNESS: What happened to it?

THE COURT: Yes. Did you buy his interest?

THE WITNESS: We just bought the house -- he just was my co-signer because he was a very good friend of mine.

THE COURT: Was the property ever in your name and his?

THE WITNESS: Yes.

MR. PROSNITS: Who was paying for the house?

MR. LEVINSON: Your Honor, if she says Richard Payne died, they held title originally as joint tenants. Therefore, if he died, she became the surviving tenant and had title to the property.

THE COURT: All right. In other words, Richard Payne and you held it as joint tenants and upon his death you became the full owner?

THE WITNESS: Yes.

THE COURT: When did he die?

THE WITNESS: My granddaughter is out there. I can't -- I don't remember.

THE COURT: Well, it was before -- was it before?

MR. LEVINSON: Before January 26 of '71, your Honor, I would assume.

THE WITNESS: Shortly before then. They had

his birth certificate because how I became -- this Mr. Gail told me that I had -- my house was so near paid for he said. I have an appraisal --

THE COURT: I don't want to hear that. I don't want to hear that right now. In any event, Richard Payne died?

THE WITNESS: Yes.

THE COURT: Before commencement of this foreclosure action?

MR. LEVINSON: Before execution of this mortgage which is being foreclosed.

THE COURT: When was this mortgage?

MR. LEVINSON: This mortgage was made on January 26th, '71.

THE COURT: January 26th, 1971. And he died before then. There is no question about that?

THE WITNESS: Yes, sir, yes, sir.

THE COURT: All right. Now, all right. Go ahead. Proceed, counsel.

DIRECT EXAMINATION

BY MR. PROSNITS:(Cont'g.)

Q Now Mrs. Jones, how much were you paying on the mortgage starting from the beginning in 1964?

A At the beginning I was paying -- I had the receipts.

Q Let me refresh your recollection. All this is a matter of record anyway. It is not in dispute. Was it $150 a month for the first two years?

A Yes, yes.

Q Did you then start paying $225 a month?

A Yes.

Q Starting in 1966?

A Yes. When I first bought the plates after I went back there to pay my mortgage there, the People had gone and I didn't even know where they were.

THE COURT: What was the amount of the mortgages at the time this mortgage was put on? Let's have that.

MR. LEVINSON: The time this mortgage was put on, the first mortgage that was paid off was about $9,000.

THE COURT: Is that right? You owed about $9,000, about that time?

THE WITNESS: I owed that much? I didn't think I owed that much. I don't know.

THE COURT: Wait a minute. Let's see. What was the name of the mortgagee?

MR. PROSNITS: This is according to their figures. She has no way of knowing. The point is this, She had paid.

THE COURT: Then I don't want to hear her, if she doesn't know.

Who were the mortgagees? May I have the names?

MR. SILVERMAN: Amsterdam Federal Savings and Loan Association held the first mortgage.

THE COURT: They held the first mortgage before that?

MR. SILVERMAN: That's right.

THE COURT: What was the amount of that mortgage?

MR. LEVINSON: At the time, in 1971, your Honor, it was reduced to about $9,000, in that vicinity. Because she had not made any --

THE COURT: Is there a payment to Amsterdam of the $9,000 here?

MR. LEVINSON: There is a payment to United Institutional, which is the servicing agent of Amsterdam for about -- it is over $9,000.

THE COURT: 9902?

MR. LEVINSON: Right.

THE COURT: Is that the payment of the mortgage? Is that what you are saying? That would be the payment of the first mortgage? 18463, dated February 2, 1971. It is a check of United Institution Servicing Corporation at the time of the making of the present first mortgage which is under foreclosure. And the U.I.S.C., in other words, paid itself 9902.72. And you are counselor--what is your name?

MR. SILVERMAN: Bennet Silverman, your Honor.

THE COURT: Your records indicate that was the payment of the first mortgage that existed at that time.

MR. SILVERMAN: That is correct, your Honor.

THE COURT: Just before the new first mortgage was put on?

MR. SILVERMAN: That is correct.

MR. PROSNITS: Your Honor, that doesn't seem possible because she had been paying on the mortgage for a total of seven years representing total payment of approximately $17,000. Now I recognize that part of those payments would be going for taxes.

THE COURT: I know, but we can't conjecture about that. You show me no records.

MR. SILVERMAN: If that will help, your Honor and if you will add interest to that, the arrears were then from November, '69. That is the difference.

MR. LEVINSON: Plus advancements probably on taxes.

THE COURT: In other words, they are all right. You want to put this in evidence. Is this a record made in the regular course of business?

MR. PROSNITS: There has been no discovery in this case.

THE COURT: Do you have an objection? What is the objection?

MR. PROSNITS: I have no objection. I am just saying this is merely self-serving.

MR. SILVERMAN: I have a copy of the ledger here, a copy of the loan ledger.

THE COURT: Let's mark these. That is the original loan ledger?

MR. SILVERMAN: Yes.

THE COURT: For that first mortgage?

MR. SILVERMAN: Yes, sir.

THE COURT: All right. That indicates what?

MR. SILVERMAN: Principle balance.

THE COURT: 8667.38?

MR. PROSNITS: Wasn't Gail collected payments for United --

THE COURT: Please don't let's have questions. Just a moment, please. All right, let's mark both these. What is the difference between the 86 and the 99?

MR. LEVINSON: Interest and taxes, advancement for taxes.

THE COURT: The balance was interest and taxes?

COURT CLERK: The plaintiff is offering those exhibits?

MR. LEVINSON: Right.

MR. PROSNITS: Your Honor, it appears in all these papers.

THE COURT:Please. I want to know, do you have an objection? Yes or no? Let's proceed in order here.

MR. PROSNITS: I am going to object to this.

THE COURT: Objection overruled. What is your

name?

MR. SILVERMAN: Bennet Silverman.

THE COURT: Swear in Mr. Silverman.

B E N N E T H U G H S I L V E R M A N,

residing at 105 Manor Drive, White Plains, New York, having been first duly sworn, testified as follows:

THE COURT: Are both these documents that are here before me and being offered in evidence by the plaintiff, are they records kept in the regular course of business by United Institutional Servicing Corporation?

MR. SILVERMAN: They are, your Honor.

THE COURT: Okay, step back. Objection overruled. One is an interoffice memo and the other is an abstract. It is the ledger.

MR. SILVERMAN: A Xeroxed copy of the ledger, reflecting payments and disbursements made on account of this loan.

(Instruments referred to marked Plaintiff's Exhibits 1 and 2 in evidence.)

THE COURT: What about the second mortgage? Was there a second mortgage on this property at

the time that this subject first mortgage was put on?

MR. LEVINSON: According to the search of Metropolitan Title which insured the first mortgage, it showed open of record that second mortgage, that purchase money second mortgage she executed back in '64 and it showed that it was held of record by assignment by a Miles A. Galin and I believe a check was issued at the closing to Miles A. Galin.

THE COURT: For how much?

MR. LEVINSON: I believe it is over here. I can find it fast.

THE COURT: $934.13? Is that the balance of the mortgage?

MR. LEVINSON: I can only assume.

THE COURT: What do your records indicate at the closing?

MR. LEVINSON: A check was issued, your Honor. We have no way of ascertaining whether that is the balance. They may have compromised that figure. We can testify that a check was issued for 934 to Miles A. Galin and a satisfaction was obtained,

because the mortgage was marked off record.

THE COURT: Check 18090, to the order of Miles A. Galin, $934.13.

MR. PROSNITS: May I see that check?

THE COURT: Are you offering these checks in evidence?

MR. LEVINSON: Yes, your Honor.

THE COURT: Plaintiff is offering in evidence checks of United Institution Servicing Corporation made at the time of the closing of this mortgage. The check numbers are 18084; 18083; 18090; 18080; 18079; 18081; 18463; 18085; 18087; 18089; 18086; 18088; 18091; 18464; 18082.

Are you offering these in evidence on behalf of the plaintiff?

MR. LEVINSON: We are.

THE COURT: Do you have an objection?

MR. PROSNITS: Yes. Many of these checks were made by United to themselves; no foundation laid. We don't know what these checks are for.

THE COURT: Objection overruled.

(Checks referred to received in evidence and marked Plaintiff's Exhibit Number 3.)

THE COURT: Do you recall, Mrs. Jones, whether you had any balance on your second mortgage at the time that this mortgage was on the property?

THE WITNESS: Yes.

THE COURT: By the way, Mrs. Jones, you were present with Mr. Galin, weren't you at the office of the United Office?

THE WITNESS: I was there but I didn't know--

THE COURT: I know. All I am asking you is whether you were there?

THE WITNESS: Yes, sir.

THE COURT: You were present with Mr. Galin?

THE WITNESS: Yes.

THE COURT: Anybody else there?

THE WITNESS: There was a couple more mens there.

THE COURT: What? Galin, isn't it Galin?

THE WITNESS: Yes. Galin was there. He was there.

MR. PROSNITS: Galin wasn't there.

THE WITNESS: Gail, Gail, G-A-I-L.

MR. PROSNITS: There are two different people, your Honor, Gail and Galin.

THE COURT: Who is Gail?

THE WITNESS: Gail is the man who told me he was having my house appraisal. He didn't tell me anything about selling it.

THE COURT: He was there?

THE WITNESS: Yes, he was there.

THE COURT: You were at the office of the Institutional Service Corporation at 25 West 43rd Street in New York?

THE WITNESS: Yes.

THE COURT: On January 26, 1971?

THE WITNESS: Yes, sir.

THE COURT: Right?

THE WITNESS: Yes, sir.

THE COURT: You were there with a Mr. Gail?

THE WITNESS: Yes, sir.

THE COURT: Right?

THE WITNESS: Yes, sir.

THE COURT: Did you sign papers when you were there?

THE WITNESS: I didn't sign but one paper and he told me --

THE COURT: You signed one paper?

THE WITNESS: Yes --

THE COURT: No, no, please, just answer my question.

THE WITNESS: One.

THE COURT: Who else was there at the time?

THE WITNESS: There was one man sitting this end of the table, one sitting at that end and he told me that we can't do the closing.

THE COURT: Anyone else that you know besides Mr. Gail?

THE WITNESS: Yes. There was one man there with me. I told him I'd like for him to go with me.

THE COURT: Who was he?

THE WITNESS: His name is Charles Woods, but I --

THE COURT:Charles Woods?

THE WITNESS: Yes, sir.

THE COURT: He was there with you?

THE WITNESS: Yes, I asked him to go.

THE COURT: You had Charles Woods and Mr. Gail there with you . Right?

THE WITNESS: Yes. And Charles Jackson, he

called Charles Jackson was there.

THE COURT: At the time that you went there on January 26th, 1971, Mrs. Jones, were you behind in any of your payments to the New Amsterdam Savings and Loan?

THE WITNESS: I didn't recall I was behind at all because I had been paying Mr. Roda.

THE COURT: All I am asking you is whether you owed any payments on that first mortgage that you had before this mortgage transaction took place? Did you owe money?

THE WITNESS: I didn't owe him no money. He told me since I didn't owe so much --

THE COURT: That is all I want to know. You are saying you didn't owe any money at that time, right?

THE WITNESS: No.

THE COURT: Did you have any judgments against you at that time?

THE WITNESS: I didn't know anything about no judgments.

THE COURT: No judgments?

THE WITNESS: No, nobody told me anything about any.

THE COURT: Did you ever owe -- were you ever sued while you were owning that property?

THE WITNESS: No.

THE COURT: By anybody?

THE WITNESS: No.

THE COURT: Never been sued by anybody. All right. Who is Arnold Bruno?

MR. SILVERMAN: Your Honor, from the closing statement, it appears he was the attorney for the purchaser.

MR. LEVINSON: Jackson.

THE COURT: Jackson's attorney?

MR. LEVINSON: We can only assume that, your Honor.

THE COURT: Arnold Bruno. Where is he?

MR. SILVERMAN: 1 Rockefeller Plaza is the address listed in the closing statement.

THE COURT: Have you tried to locate Mr. Arnold Bruno? Any of you?

MR. LEVINSON: I didn't. I assume he had, it is Jackson's attorney.

THE COURT: He is an attorney?

MR. LEVINSON: Your Honor, the way I felt with

respect to Mr.Bruno, I didn't know exactly what his picture was.

THE COURT: Is he an attorney?

MR. LEVINSON: I assume he is an attorney. I didn't do anything with respect to it because when you requested --

THE COURT: Do youknow Mr. Arnold Bruno?

THE WITNESS: I don't know anything about Mr. Bruno.

THE COURT: Where is Mr. Arnold Bruno? Is he available?

MR. LEVINSON: I assume so.

THE COURT: Let's find out if he is available. Get me the telephone book.

MR. LEVINSON: Manhattan, I think, if he is still at that address.

COURT CLERK: Arnold E. Bruno, 1 Rockefeller Plaza, 765-1370.

THE COURT: Get him on the telephone. Get him down here.

MR. SILVERMAN: Would you like me to call him, your Honor?

THE COURT: Yes, right now.

MR. SILVERMAN: 765-1370.

THE COURT: Is he an attorney?

COURT CLERK: It says attorney. Arnold E. Bruno, 1 Rockefeller Plaza.

MR. LEVINSON: You better also confirm you have got the right Bruno too.

THE COURT: What is his address here, 1 Rockefell Plaza. Same address. Get him on the phone. Get him in here.

(After a short recess the following occurred:)

MR. SILVERMAN: Your Honor, I called Mr. Bruno on the telephone and he is now on his way here. I told him you directed he appear here immediately and he is leaving his office immediately to appear here. He didn't remember the matter initially but when I mentioned all of the names involved he said, "Yes, I may have been involved in that." And he would come here.

THE COURT: Did you ask him to bring his file?

MR. SILVERMAN: Yes.

THE COURT: All right now, let's proceed.

MR. PROSNITS: Your Honor, may I have a recess to call my office if we are proceeding now?

THE COURT: All right. Let's have a short

recess.

MR. PROSNITS: Thank you.

(After a short recess, the matter was continued.)

THE COURT: Let's proceed.

BY MR. PROSNITS:

Q Now, Mrs. Jones, now you say you were making payments on this mortgage?

A Yes.

THE COURT: Which mortgage?

MR. PROSNITS: On both mortgages.

THE COURT: I am not concerned with that now.

MR. PROSNITS: We are up to the time of the closing.

THE COURT: I know. I don't want to talk about the old mortgage any longer. We have enough background on that. Proceed.

Q Mrs. Jones, was there a time in January, 1971 when Mr. Gail spoke to you about getting financing for your house?

A Yes.

THE COURT: Oh, no, no. I am not going to permit her to talk about what Gail said to her.

MR. PROSNITS: Your Honor, this isn't hearsay. It is just offered for the purpose of proving her state of mind showing what happened at this closing.

THE COURT: No. I am not going to take any testimony here between her and Gail.

MR. PROSNITS: Your Honor, it is not offered to prove the truth of what Gail said. It is simply offered to prove the fraudulent nature of what occurred at the closing.

THE COURT: What has that got to do with the plaintiff? Are you claiming the plaintiff took part in a fraud here?

MR. PROSNITS: Yes, your Honor.

THE COURT: You are claiming the plaintiff--

MR. PROSNITS: Your Honor, we are trying to set aside a mortgage. I don't know what exactly United's role in this whole thing was.

THE COURT: If you don't know what United's role is, and Amsterdam Federal's role is, on what basis do I set aside or hold up the sale here?

MR. PROSNITS: Unfortunately, I don't have the resources of the U.S. Attorney to spend a

whole year investigating transactions of this type which came up with 50 Indictments.

THE COURT: On the other hand, I can't on surmise or suspicion hold up a foreclosure unless you can tell me.

MR. PROSNITS: If Jackson isn't the owner, how can they be foreclosing against a non-existing owner?

THE COURT: Thereis an owner of record.

MR. LEVINSON: That's right, Charles Jackson.

THE COURT: He is the owner of record. Where is he to say he is not the owner? He is not here.

MR. PROSNITS: He submitted an affidavit he is not the owner.

THE COURT: That affidavit is absolutely useless.

MR. PROSNITS: Why do you say that?

THE COURT: What do you mean why do I say that? Who was questioning whom here?

MR. PROSNITS: I don't understand why he did submit an affidavit.

THE COURT: I think his affidavit -- he should be here. I am not going to take a man's affidavit

who merely says, in reality, "I am not the owner" and he winds up getting money.

MR. PROSNITS: He never got any money.

THE COURT: He got money.

MR. PROSNITS: That is what he says.

THE COURT: That is what he says but he got money here.

MR. PROSNITS: Your Honor, we are contending this whole transaction was a dummy transaction and--

THE COURT: That is unfortunate. That is unfortunate. It has nothing to do with the Amsterdam Federal Savings and Loan. As far as Amsterdam Savings and Loan is concerned, their representative, the United Institutional whatever it is, Institutional Savings Corporation is presented with a situation where Mrs. Jones and Mr. Jackson came to a closing ostensibly with a deed signed by Jones to Jackson.

THE WITNESS: No.

THE COURT: There is a deed on record.

THE WITNESS: I don't know anything about it.

THE COURT: I know but that is unfortunate. Nobody told Amsterdam anything either. You didn't

tell Amsterdam that you were the owner of the property and not Mr. Jackson?

THE WITNESS: I never had heard of Amsterdam until this morning.

THE COURT: I know, but how could I hold up the sale under these circumstances? I am going to take further testimony from the attorney in this matter who is on his way down.

MR. PROSNITS: Your Honor, United was present at the closing. The closing was held in United's office.

MR. LEVINSON: Of course, we were present.

THE COURT: You are not denying there is a deed of record to Mr. Jackson, are you?

MR. PROSNITS: No.

THE COURT: Mr. Jackson was there?

MR. LEVINSON: He signed the mortgage.

THE COURT: He signed the mortgage. Did he tell anybody -- you have nothing here in his affidavit. Did he tell Amsterdam Federal, "I am not the owner?" Did he say that to them?

THE WITNESS: Could I speak to the Judge?

MR. PROSNITS: Your Honor, let me ask Mrs.

Jones.

THE COURT: Where is Mr. Jackson? Look, counselor, I told you to have Mr. Jackson here.

MR. PROSNITS: Mr. Jackson is my adversary.

THE COURT: How is he your adversary? He signed an affidavit in your behalf.

MR.PROSNITS: He is the opposite party in our law suit.

THE COURT: He signed an affidavit for your benefit, didn't he?

MR. PROSNITS: Yes, but he is an adversary party to me. We are suing Jackson to set aside the mortgage.

THE COURT: This sounds awfully weird to me. It sounds awfully weird to me that a man you are accusing of fraud, you went out and solicited an affidavit from him to which he swore in which he is practically admitting that he took part in the fraud.

MR.PROSNITS: He is worried about the FBI's investigating him and --

THE COURT: That is unfortunate.

MR. PROSNITS: Maybe he felt the best way to

clear himself --

THE COURT: Where is he? Does he say here anywhere in his affidavit, "I told Amsterdam Federal Savings and Loan Association that I am not the owner?"

MR. PROSNITS: I don't think he ever spoke to Amsterdam.

THE COURT: He was there.

MR. LEVINSON: Your Honor, if that statement was made at the closing, that closing would never be consummated. No title company would assure a mortgage.

MR. PROSNITS: May I further proceed?

THE COURT: Proceed.

BY MR. PROSNITS:

Q Mrs. Jones, am I correct, after talking to Gail, you went to a closing in Manhattan in January, 1971?

A Mr. Gail came by my house --

THE COURT: Answer the question, Mrs. Jones.

THE WITNESS: I was there but I didn't know it was no closing.

THE COURT: You were there and Mr. Gail was there and Mr. Jackson was there and other people. Right?

THE WITNESS: There was two other men there.

THE COURT: All right. What else?

Q What happened at this closing or meeting?

A I didn't do any signing. Mr. Jackson was sitting opposite me. I was sitting like where you are. Mr. Jackson was on that side. Mr. Jackson did all the signing. They didn't get me to sign anything. One paper Mr. Gail asked me, said, "Sign this so that they going to hold a thousand dollars until your light fixtures are all fixed."

Q Did anybody tell you you were signing away your house?

A No, sir, no, sir. I did not know that.

Q What did you think you were signing?

A He told me that he was getting my house appraised and he said there will be a good bit of money left here.

Q Getting your house appraised?

A Yes.

Q For what purpose?

A They appraise your house at 19 or $20,000--

THE COURT: All right.

THE WITNESS: You want to turn it back into your house. I said I will turn back half of it if it is a good amount.

THE COURT: What else?

THE WITNESS: This man, what he called Charles Jackson, I seen the man once in my life. My son-in-law had got killed. He said, "I will get Jackson to be your co-signer and you know, appraise th home.

THE COURT: Co-signer to appraise the home?

THE WITNESS: Yes. That is what he told me. I said, "Don't I need a lawyer for this?" He said "No, I will be your lawyer."

Q Who said he will be your lawyer?

A Gail.

Q Is Gail a lawyer?

A He always collect my second mortgage. I paid him $75 each month.

THE COURT: Where is Mr. Gail now?

THE WITNESS: He had two people other than himself. He had one colored man collect the second mortgage. He had a colored woman collect.

THE COURT: All right, now. What else?

Q Was Gail working for United?

A Yes. He said he was. He said he was the second mortgagee collector.

Q Who was the collector for the first mortgage?

A So he said so Dr. Galin.

Q Who was collecting the mortgage for United?

A Mr. Roda.

THE COURT: What mortgage are you talking about?

THE WITNESS: The first mortgage?

THE COURT: What mortgage are you talking about, counselor?

MR. PROSNITS: The first mortgage, the United mortgage.

THE COURT: What first mortgage? The subject first mortgage or the first mortgage that was on here just before that?

MR. PROSNITS: The first, the first mortgage that was on before.

THE COURT: Right. That was the original first mortgage she was paying. That is the mort-

gage held by the Amsterdam Federal Savings and Loan?

THE WITNESS: I never heard of Amsterdam before.

THE COURT: Never heard of them?

MR. LEVINSON: It is possible, your Honor. She was paying United.

THE COURT: Who did you pay in United?

BY MR. PROSNITS:

Q How did you make payments on this mortgage?

A I paid him once a month. I paid Mr. Roda $150.80 and paid Mr. Gail $75 every month.

Q When did you stop paying Mr. Roda?

A I didn't stop. When he told me about, you know, my house being appraisal -- I hadn't seen Mr. Roda.

Q Up until that time you were paying Mr. Roda?

A Mr. Roda and Mr. Gail.

THE COURT: What else?

Q At the time of the closing did you give the deed to Mr. Gail?

A I asked Mr. Gail to give me my deed that morning. I said, "You have my deed so give me my deed." So the fellows with him he said, "Are you going to give

her her dead"? He said, "I will have them ready tomorrow." They never did close, I will tell your Honor. They said they couldn't close or do anything for me that day because I didn't have the birth certificate of Richard Payne. He went and got the birth certificate. I never seen the man anymore. Never seen him no more since then.

THE COURT: Okay.

THE WITNESS: I saw him once in Court of downstairs.

Q When did you find out you had lost your house?

A Well, I really didn't find out until after I went -- I told my daughter to move in, stay in so nobody wouldn't tear up the house. So she, her and her daughter, both is on welfare. So then, when I went and spoke to this lawyer, he found out, he said, "Don't collect no rent on that house because they has got Charles Jackson's name on those deeds."

THE COURT: What else?

THE WITNESS: He said don't collect any rent there.

CROSS EXAMINATION

BY MR. LEVINSON:

Q Do you live at 928 Bushwick Avenue?

A Yes, I do.

Q Do you own that house?

A No I don't.

MR. PROSNITS: Objected to as irrelevant.

THE COURT: I will allow it.

Q You do not own 928?

A I was trying to buy it. That is how I come by that -- by Mr. Gail.

Q Is there a foreclosure against you?

A It ain't come in yet but the foreclosure is going to come.

MR. PROSNITS: Objection.

THE COURT: I will allow it.

THE WITNESS: That is how I come by that by Mr. Gail.

Q I just want to make sure you understand you are under oath.

A Yes, I am telling the truth.

Q Are you the owner of 928 Bushwick Avenue?

A I haven't paid for it.

THE COURT: Are you the owner?

THE WITNESS: Yes.

THE COURT: Why don't you answer?

THE WITNESS: Yes.

Q You bought that house in 1970?

A Yes.

Q About 1970?

A Had a closing.

Q Have you ever made a mortgage payment there?

A Yes, I made several mortgage payments there.

Q Are you being foreclosed now?

A Yes. The F.B.I. is looking into it. The F.B.I. is looking into it now.

Q When you bought that house dear, did you recall where you closed where the closing took place?

A I think it was at the same place you and I--

Q On 43rd Street?

A Yes.

Q In 1970, when you bought the house, you closed at United?

A Yes.

Q Did you have a lawyer present when you bought the house in 1970 in Bushwick Avenue?

A I was supposed to have Mr. Cohen, was my lawyer. He was in with Mr. Gail, I found out later.

THE COURT: Did you have a lawyer there?

THE WITNESS: Mr. Cohen.

MR. PROSNITS: Is that Fred Cohen?

THE WITNESS: Fred Cohen was there. Fred Cohen and Mr. Gail was there.

MR. PROSNITS: There was an attorney named Fred Cohen. I think he was suspended or disbarred.

THE WITNESS: Yes, he is.

BY MR. LEVINSON:

Q Did you sign mortgage papers at United in 1970?

A I will tell you this. They got in a big argument the day of the closing.

Q I know there must have been arguments. There usually is. The question is, dear, did you sign mortgage papers in 1970 at United?

A Yes, I signed papers there.

Q So in 1971 when you came up with Mr. Jackson, you came to United?

A I didn't know Mr. Jackson. I didn't come up with Mr. Jackson. I don't know Mr. Jackson, period.

Q I withdraw that question.

In 1971, this is about a year later now, I just want to get the facts, you are back at United, right? You are up at United. You remember that? That was the time Mr. Jackson was present there and Mr. Gail was there. Do you remember that? Mr. Woods, you say, was present there. Do you remember being up at United?

A Mr. Woods? Who is that?

Q I don't know. You testified Mr. Charles Woods was present there.

A Yes.

Q You remember now in 1971 a year later you are back at United, see. You realize that at United that something is happening. Right? You appreciate that from your past experience.

A Appreciate what?

Q That something is happening with respect to your property in 1971?

A Well, Mr. Gail told me that he had my home appraisal. He didn't tell me he was selling my home.

Q What about a thousand dollars you are talking about? Do you recall? What did they tell you about a thousand dollars?

A Let me tell you what he told me. He told me

the thousand dollars was held in escrow to fix -- until all my light fixtures in 183 was fixed.

Q 183?

A Yes. He said, "After you have that done, then we will mail you the thousand dollars."

Q So in other words, the thousand dollars that you were supposed to get for selling 183 Culver Street?

A No, I wasn't selling it. I couldn't have sold it for a thousand dollars.

Q What were you getting a thousand dollars for?

A He was holding the thousand dollars until I fix my lights. After the lights being fixed --

Q You are going to get a thousand dollars?

A He would mail me the thousand dollars.

Q Why would you get a thousand dollars if you don't sell the house? Why should somebody give you a thousand dollars?

A I wouldn't sell the house for a thousand dollars.

MR. PROSNITS: I object.

Q Did you fix -- did you end up fixing --

A They didn't give me time. Mr. Roda went and had the lights fixed. The man from U.I. and I. had them

fixed.

Q Is that your signature, dear?

A I can't read it.

MR. PROSNITS: Is this your signature on the bottom?

THE WITNESS: Yes, but that ain't the paper I signed.

THE COURT: Is that your signature?

THE WITNESS: Yes.

THE COURT: That is the only question.

THE WITNESS: That is my name.

THE COURT: No, no, no. Did you sign that?

MR. PROSNITS: Did you sign this paper? Is that your handwriting?

THE WITNESS: Uh huh.

THE COURT: Is it?

THE WITNESS: Yes, yes.

MR. LEVINSON: I'd like to offer this as Plaintiff's Exhibit 4, your Honor.

THE COURT: You knew you were getting a thousand dollars but you don't know why, is that what you are saying?

THE WITNESS: He told me --

THE COURT: No, no, no, no. Did you know you were getting a thousand dollars?

THE WITNESS: Well --

THE COURT: You were going to get a thousand dollars. Did you know that?

THE WITNESS: To fix the lights.

THE COURT: To fix the lights?

THE WITNESS: Yes sir. That is what he told me for, to fix the lights.

THE COURT: You are going to get a thousand dollars to fix the lights?

THE WITNESS: After the lights is all fixed they would mail me a thousand dollars.

THE COURT: Why?

THE WITNESS: I don't know.

THE COURT: You don't know why?

THE WITNESS: I really don't.

THE COURT: All right.

(Instrument referred to received in evidence and marked Plaintiff's Exhibit 4.)

BY MR. LEVINSON:

Q Mrs. Jones, you thought in 1971 that you were the owner of the property?

A Of what, 183?

Q 183.

A Yes, yes, I did.

Q Did you make any mortgage payments?

A No, because Mr. Gail told me don't make any payments until he bring me the deeds and the books. He said, "I have to bring --"

THE COURT: So you made no mortgage payments at all?

THE WITNESS: No, I did not.

THE COURT: At all?

THE WITNESS: No, sir. Not after the new thing I didn't.

Q That is over 20 months. You realize in 20 months you made no mortgage --

A They told me not to bother with it.

THE COURT: Told you not to bother with it?

THE WITNESS: Yes. Somebody else's name was on it and I'd have to get that straight.

THE COURT: Somebody else's name was on what?

THE WITNESS: On the house.

THE COURT: In other words, you knew that somebody else had the house?

MR. PROSNITS: That was later.

THE WITNESS: Later. Charles Jackson.

THE COURT: When later? When did you find out?

THE WITNESS: I found out about, I'd say about three weeks or four weeks after that.

THE COURT: After that. In other words, in February of 1971?

THE WITNESS: Yes.

THE COURT: You knew that somebody else owned that property?

THE WITNESS: I knew, yes. I knew somebody else's name was there.

MR. PROSNITS: Your Honor, she testified earlier --

THE COURT: Now please. Don't tell me what she has testified to

BY MR. LEVINSON:

Q Were your relatives who were living at 183 Culver Street --

A They wasn't living there then. They was living across the street.

Q When did they move into 183 Culver Street,

approximately?

A She is out there, the one she is living there.

THE COURT: When did you consult Mr. Prosnits?

THE WITNESS: I can't tell exactly.

THE COURT: When did she consult you?

MR. PROSNITS: It was in April or May of this year.

THE COURT: Of '72, right?

THE WITNESS: Yes, sir.

THE COURT: Before that, did you consult a lawyer?

THE WITNESS: I just talked with a lawyer and he told me --

THE COURT: When?

THE WITNESS: Well, before I seen him I talked with the lawyer.

THE COURT: When?

THE WITNESS: I will say in the latter part of February.

THE COURT: February of 1972?

THE WITNESS: Yes, sir.

THE COURT: Right?

THE WITNESS: Yes, sir.

THE COURT: That was a year after you found out that you weren't the owner; is that right?

THE WITNESS: No. I mean I talked with him in the same year, yes. I talked with him in the same year. I didn't wait that long.

THE COURT: How long did you wait?

THE WITNESS: I didn't wait over a month, I know.

THE COURT: A month?

THE WITNESS: About a month I'd say.

THE COURT: Whom did you talk to a month later?

THE WITNESS: He was at 16 Court Street. A lady recommend me to go there and talk to him.

THE COURT: You just talked to him and he did nothing; right?

THE WITNESS: He said I will go and find out.

THE COURT: But he didn't do anything?

THE WITNESS: He went over there and found out that Mr. Gail had put Charles Jackson --

THE COURT: How many times did you go and see this other lawyer?

THE WITNESS: I went to him twice and that is

all. He charged $500 and I wasn't able to pay it.

THE COURT: How long after that did you go and see Mr. Prosnits? How long after that did you see Mr. Prosnits?

THE WITNESS: Well, I guess it is about a couple of months. I can't remember because I have been sick since then.

MR. PROSNITS: Did you come to see me first or did your granddaughter?

THE WITNESS: My granddaughter went first.

MR. LEVINSON: As a matter of practice and my file so indicates that prior to the auction sale, about three or four weeks prior to the auction sale --

THE COURT: What was the date of the sale on this?

MR. LEVINSON: I can give you that in a moment because the order to show cause was served on me just the day before. The auction sale was scheduled for July 50th, 1972 at 9:40 A. M. We sent a copy of the notice of sale, which in effect advises, it is an exact duplicate of the ad which states on such and such a date the property will be sold at

public auction. It was sent to the tenants and occupants as well as to Charles Jackson, Jr. So it was sent to Tolar, which, I believe, is a relative of Mrs. Jones.

MR. PROSNITS: What point are you trying to make? All this is afterwards.

MR.LEVINSON: This is when they came to consult you?

MR. PROSNITS: Are you testifying when they came to consult me or may I testify?

THE COURT: When did they come to consult you?

MR. PROSNITS: That is what I'd like to explain to the Court. They came to consult me, as I said earlier, I think in April, 1972. The reason they came -- this is before the Notice of Foreclosure sale. The reason they came to consult me was that they have had --

THE COURT: It is still 14 months after she found out shewas no longer the owner.

MR. PROSNITS: No, your Honor.

THE COURT: All right now. Don't tell me no. I am listening to testimony here.

MR. PROSNITS: They came and consulted --

MR. LEVINSON: Your Honor, let me just get this on and I won't argue the point.

MR. PROSNITS: I want to state when they came and consulted me.

THE COURT: You said April?

MR. PROSNITS: I want to say what they said when they consulted me.

THE COURT: No.

MR. LEVINSON: On June 16, 1972 my office mailed copies of the notice of sale to Jackson, Jr., the owner of record, Catherine Toller and Rose Toller. I believe that Catherine and Rose Toller are relatives of Mrs. Jones. I was served with an order to show cause and restraining order. It was returnable July 6th.

THE COURT: July 3rd you were served?

MR. PROSNITS: July 3rd, that is when I was served.

THE COURT: Okay. All right. Now we will adjourn now for a few minutes to see if this Bruno person will show up. I want to get some more details, if he can enlighten us.

MR. PROSNITS: They came to consult me because

of a squatter's proceeding.

THE COURT: I don't want to hear of that. They came to consult you about the squatter's proceeding, but she never came to consult you about the fact that she was not the owner of these premises.

MR. PROSNITS: She didn't know she was not the owner?

THE COURT: That is not what she said.

MR. PROSNITS: She said --

THE COURT: Just a moment counsel, don't tell me what she said. It is on the record.

MR. PROSNITS: Your Honor, I don't have a chance to ask any questions.

THE COURT: You have had all the opportunity in the world to ask questions. I have given you full opportunity to ask questions. We have been all through that.

MR. PROSNITS: It's being made as if we are the guilty parties here. A woman can be defrauded out of her house --

THE COURT: What are you talking about, guilty party? Are you talking like a lawyer?

MR. PROSNITS: I am trying to.

THE COURT: You are trying to. Well, you are not. What do you mean by guilty party? You just explain to the Court what you just said. I will give you an opportunity to explain. What is it?

MR. PROSNITS: I mean I think you are implying that her testimony -- I am trying to clarify her testimony.

THE COURT: What I am implying? I am going to make a finding here. I haven't made it yet. We will recess here until 1:00 o'clock.

. . . . . .

THE COURT: How are you Mr. Bruno?

MR. BRUNO: Good morning, your Honor.

THE COURT: Mr. Bruno, we want to take some testimony with respect to a closing of a mortgage that was closed at the United Institution Service Corporation with Charles Jackson being the mortgagor, the owner. We want to know what you know about it. However, I am scheduled to be at the Board of Elections on a recount or rather on a count.

(Off the record.)

I am directing you to be here at 1:00 o'clock.

(The matter was then adjourned until 1:00 o'clock P. M.)

MR. BRUNO: Might I say before you swear me in, your Honor, I have only been apprised of this examination less than two hours ago. I wish somebody had told me sooner so I could have acquainted myself with the file readily.

THE COURT: Have you looked at the file?

MR. BRUNO: Yes, sir, I looked at the file. I have it with me.

THE COURT: Do the best you can.

MR. BRUNO: I will do the best I can under the circumstances, of course.

THE COURT: Whatever you remember, you remember.

A R N O L D E. B R U N O, residing at 115 Spruce Avenue, Emerson, New Jersey, having been first duly sworn, testified as follows:

THE COURT: Do you want to conduct the examination?

MR. LEVINSON: Is there anything in particular?

THE COURT: (To Mr. Prosnits) You can ask

him questions later.

THE COURT: Mr. Bruno, you are an attorney and counselor, duly admitted to practice law in the State of New York; right?

THE WITNESS: I am, your Honor, yes.

THE COURT: According to information that we have, you represented a Mr. Charles Jackson, Jr. -- what is that date -- January 26?

MR. LEVINSON: '71.

THE COURT: 1971.

MR. BRUNO: I represented him at the closing.

THE COURT: At the closing of a mortgage which he obtained covering premises 183 Culver Street, he being ostensible owner of the premises; right?

MR. BRUNO: As far as I know, he was the owner of the premises.

THE COURT: Did he enter into a contract to purchase 183 Culver Street?

MR. BRUNO: I looked over my file. I cannot find the copy of the contract, your Honor. But a contract must have been entered into because we got FHA approval.

THE COURT: But you don't know?

MR. BRUNO: I don't know.

THE COURT: But you know Mr. Jackson?

MR. BRUNO: Yes.

THE COURT: Did he come to see you?

MR. BRUNO: He came to see me about two weeks before the closing and asked me to represent him on the closing.

THE COURT: About two weeks before the closing?

MR. BRUNO: About two weeks before the closing.

THE COURT: Was he referred to you?

MR. BRUNO: Yes, he was recommended to me. He said he had been recommended to me.

THE COURT: He said he had been recommended?

MR. BRUNO: He said he had been recommended to me and asked me if I would kindly represent him. I said it was on such short notice. He asked me please to do it as a personal favor to him and I took the matter.

THE COURT: Did he tell you he was buying premises --

MR. BRUNO: He told me he was buying premises

on Culver Avenue, I believe.

THE COURT: Do you remember anything about the purchase price or anything like that?

MR. BRUNO: I believe the purchase price was 19-five. I am not sure, your Honor. The reason I am not sure is because subsequentto the closing the seller had to obtain waivers from New York State regarding death taxes, inheritance taxes. All the papers were held in escrow pending that.

THE COURT: Do you have anything in your records to indicate what the purchase price was?

MR. BRUNO: What the purchase price was?

THE COURT: Did you render a closing statement to him?

MR. BRUNO: The closing statements were held in escrow, your Honor.

THE COURT: Did you render a closing statement to him?

MR. BRUNO: No, because eventually what happened was Mr. Jackson came back to me later on and asked me would I please help him to evict the tenant that was there on the premises, a Mrs. Prince I believe her name was. And I told him I would take

care of it. I prepared the petition and all the necessary papers and the precept but he never came back to me again. He called me on the telephone later on and told me to forget everything, the whole item completely. So actually, I never pursued the matter after that.

THE COURT: Do you recall his having gotten a deed?

MR. BRUNO: Oh, yes. Oh, yes. In fact, the deed, the mortgage and all the closing papers, were held in escrow by Metropolitan Title. I have a copy of the escrow agreement here.

THE COURT: Do you know who drew the deed?

MR. BRUNO: That I don't know. Mr. Gail had it in his possession.

THE COURT: Who is Mr. Gail?

MR. BRUNO: Mr. Gail, I assume, represented Mrs. Jones.

THE COURT: Who delivered the deed to you, do you know?

MR. BRUNO: The deed was delivered at the closing.

THE COURT: At the closing?

MR. BRUNO: At the closing, yes.

THE COURT: Was Mrs. Jones at the closing?

MR. BRUNO: Yes, she was.

THE COURT: Who else was there?

MR. BRUNO: A member from the title company, Mr. Gail, representative from Eastern.

THE COURT: Eastern what?

MR. BRUNO: Eastern Services.

MR. LEVINSON: I think it is United.

MR. BRUNO: It is quite possible. I am not sure. Probably United because they had to pick up a check as I recall and that was it. That is my recollection.

THE COURT: Do you know how the money was distributed?

MR. BRUNO: I have a copy how the proceeds were distributed from United Institution. On the back it shows you the distribution of the 19,000.

THE COURT: All you have is this paper, nothing else?

MR. BRUNO: Yes. The rest, as I say, your Honor, the rest of the closing papers were held in escrow pending the receipt of waivers from the New York Taxing authorities. I have a copy of the es-

crow agreement.

THE COURT: Do you know whatever happened to the escrow money, the thousand dollars?

MR. BRUNO: I have no idea.

MR. SILVERMAN: United added $460 and some odd dollars of its own money and together paid a contract of $1,460 some odd dollars to do the repairs. I have with me the check that was drawn to the contractor as well as their file card showing the --

THE COURT: The contractor was to do what, certain repairs on the premises?

MR. SILVERMAN: Yes.

MR. PROSNITS: Were those repairs ever done? My client says they were never done.

MR. SILVERMAN: I don't know of my own knowledge. They wouldn't have paid unless their representative checked. It was paid.

MR. PROSNITS: Were repairs ever made?

MR. SILVERMAN: That I can't tell you, what they were.

MR. LEVINSON: This is the agency account, Jackson. It is a payment in full of '71 of $1465.

THE COURT: Who employed Rickmart?

MR. LEVINSON: That would be United, I assume United would employed them. That was to complete-- they used $1,000 plus an additional 465 they advanced.

MR. SILVERMAN: Not advanced, that was their own money they lost.

MR. PROSNITS: What repairs were those supposed to be?

MR. LEVINSON: To comply with this escrow.

THE COURT: It probably is part of the FHA commitment. It doesn't appear on here.

MR.LEVINSON: Requirements required by the FHA, repairs.

MR. PROSNITS: Who was supposed to do those repairs?

MR. SILVERMAN: The seller of the house.

MR. BRUNO: The seller of the house. There was a thousand dollars held in escrow.

MR. PROSNITS: Who actually ostensibly did them?

MR. LEVINSON: United Institution.

THE COURT: Did you talk to Mrs. Jones at all?

MR. BRUNO: During the closing? No, your Honor.

My conversation was directed to Mr. Jackson; any necessary objections that we had.

THE COURT: Did he tell you he owned the premises? Did he tell you he bought the premises?

MR. BRUNO: He told me he bought them, yes, your Honor. As a matter of fact, we went out and had lunch after that at the Teheran. He was very pleased he had a piece of property for the sake of his mother. He was supposed to put his mother in as a tenant.

MR. PROSNITS: Where was Mrs. Jackson supposedly living at the time?

MR. BRUNO: Let me see if I have the address.

THE COURT: And you don't have any record of the purchase price of the premises?

MR. BRUNO: 3318 - 68th Street, Brooklyn.

MR. PROSNITS: Did you ever write to him at that address?

MR. BRUNO: No, I had no reason to write to him.

MR. PROSNITS: There is no such number as 3318 - 68th Street, in Brooklyn.

MR. BRUNO: I have no idea. I am unfamiliar

with addresses in Brooklyn.

MR. PROSNITS: Did you notice that the deed says that Jackson resides at 183 Culver Street, in Brooklyn?

MR. BRUNO: Many times that is done at a closing. It isn't the first time it has been done to my knowledge. Many times the deed reflects the new address as far as the owners are concerned.

MR. PROSNITS: He did not, in fact, reside there?

MR. BRUNO: I have no idea where he resided. I am honest with you. I have no idea where he resided.

MR. PROSNITS: Was Jackson sent to you by Gail?

MR. BRUNO: Yes, Mr. Gail recommended him, yes.

MR. PROSNITS: Was Gail a real estate broker, to your knowledge?

MR. BRUNO: He said he was, yes. He said it was his deal.

MR. PROSNITS: Were you aware of the fact that Gail's real estate broker's license had been revoked for fraud?

MR. BRUNO: No.

MR. PROSNITS: I'd like to show you a document which is entitled in the Matter of Complaint of the Department of State and against Alvis J. Gail --

THE COURT: What has that got to do with this case?

MR. BRUNO: I am unaware of the fact he had his license revoked. He told me he was a real estate broker and I took his word for it.

THE COURT: When did you last deal with Jackson?

MR. BRUNO: A few weeks after we closed.

THE COURT: When did he what?

MR. PROSNITS: Last deal with Jackson.

THE COURT: A few weeks after?

MR. BRUNO: A few weeks, your Honor. I don't know the exact date. It was only a few weeks after. When I prepared the petition and precept for the eviction and he decided to get someone else.

MR. BRUNO: Do you know if Jackson ever made any payments on the mortgage?

MR. BRUNO: I have no idea, no.

MR. PROSNITS: You are not aware of the fact Jackson made no payments on the mortgage?

MR. BRUNO: No.

THE COURT: You received a fee here?

MR. BRUNO: Yes, I did, your Honor.

THE COURT: How much was your fee?

MR. BRUNO: I think it was $125, if I am not mistaken.

MR. PROSNITS: Didn't you receive $250?

MR. BRUNO: I can't recall honestly.

MR. PROSNITS: There is a check made out for $250.

MR. BRUNO: If that is true, then, your Honor, I stand corrected. $250 was my fee.

THE COURT: And you rendered no closing statement to him at all?

MR. BRUNO:The closing statements, your Honor, as far as what was to be transpired and how the money was to be divided, as I said, was kept in escrow by Metropolitan Title Company. All the closing papers were.

THE COURT: All right.

MR. BRUNO: Does your Honor have a copy of the escrow agreement?

THE COURT: Let's see it. (Handed.) This

is the escrow agreement you got?

MR. BRUNO:This is the escrow agreement we have regarding an amount of money to be held in escrow pending the receipt of release of lien from the Department of Taxation.

THE COURT: Let me see that Exhibit.

MR. SILVERMAN: I will give you the four and then you will have them all.

THE COURT: I show you this paper.

Make this the Court's exhibit.

(Paper referred to received in evidence and marked Court's Exhibit 1.)

THE COURT: I show you that paper that is Court's Exhibit for identification for the moment. Is that your signature there?

MRS. JONES: Where? Right down there?

THE COURT: No, no, no.

MRS. JONES: It looks like mine.

THE COURT: It looks like it, right?

MRS.JONES: Yes.

THE COURT: Okay. That is another paper you signed that day, right?

MR. PROSNITS: May I see the exhibit?

MRS. JONES: I don't think I signed but one paper.

THE COURT: That is Court's Exhibit Number 1 in evidence.

MR. PROSNITZ: Mrs. Jones, do you remember signing this paper?

Is this your signature? Is that your handwriting over here?

THE COURT: Where is the original deed? Do you have a photostat of the original deed?

MR. PROSNITS: I have a copy.

THE COURT: Let's see it. That looks like your signature, doesn't it? You said this was your signature, on Plaintiff's Exhibit 4, Mrs. Jones?

MRS. JONES: Yes, sir.

THE COURT: You said this was your signature, right?

MRS. JONES: Yes.

THE COURT: And this one looks like your signature on Court's Exhibit 1; right?

MRS. JONES: Yes, sir.

THE COURT: And now this is a photostatic copy

of the --

MR. LEVINSON: Looks like a certified recorded deed.

THE COURT: Do you want to offer that in evidence?

MR. LEVINSON: Yes.

THE COURT: We will offer this in evidence as Plaintiff's Exhibit Number 5.

(Paper referred to received in evidence and marked Plaintiff's Exhibit Number 5.)

THE COURT: Now, Mrs. Jones.

MRS. JONES: Yes, sir.

THE COURT: I show you a signature on the bottom of Plaintiff's Exhibit 5 and ask you whether that signature isn't your signature, also; isn't it? Take a look at the other two. That is not yours, is that what you are saying?

MRS. JONES: Yes, sir.

THE COURT: All right. You may leave.

Do you want to ask him any questions?

MR. PROSNITS: No.

MR. BRUNO: Can the escrow arrangement be returned to me? The Exhibit?

THE COURT: It is an exhibit now.

MR. BRUNO: When you are finished with it.

THE COURT: We will get it to you.

MR. BRUNO:Thank you very much, your Honor.

(Mr. Bruno then left.)

THE COURT: What else, counsel?

MR. LEVINSON: Your Honor, I have just one statement, not as a question of fact, but I don't think I brought this out too clearly in my papers.

I believe that under the Recording Act, Article Nine of the Real Property Law, what we have ascertained here is that Ethel Jones, a former owner executed a deed to this property and thus enabled Charles Jackson, Jr. to execute a mortgage being foreclosed in this action. Jackson received a valuable consideration and now Jones, who instigated this whole chain of events, should be estopped now from asserting that Charles Jackson, Jr. was not the true owner at the time he made the mortgage. That is, estopped as asserting it as against the plaintiff, the bank who was a purchaser in good faith for valuable consideration.

THE COURT: What have you got to say, counselor?

MR. PROSNITS: Your Honor, Mrs. Jones has testified as to the basic transactions as to the fact that she did not know what was happening and in effact she was mislead and was signing some papers without knowing what she was signing. There has been no evidence to contravert that testimony. Now the other attorneys are stating that the United is an innocent party. I think the evidence indicates otherwise. Because one thing, this closing took place in the offices of United and it is incredible to me that a closing could have taken place and that Mrs. Jones did not know what was going on without the other parties present being part of the conspiracy, if I may use the word, to conceal information from her.

Furthermore, Jackson never made any payments on this mortgage. I believe the mortgage foreclosed and this has to be established. I can question Mr. Silverman at this point, but I believe it is undisputed that Jackson never made any payments on the mortgage and the mortgage foreclosures started almost immediately.

THE COURT: What else? Anything else?

MR. PROSNITS: There is one other point which

has not been brought up here, which is, that this year a squatter's proceeding was brought in the name of Jackson to evict the tenants, the Tollers from these premises. Alvis Gail appeared in Court with an individual who claimed to be Charles Jackson but who in fact was not Charles Jackson and as a result that matter was referred to the District Attorney's office and the proceeding was withdrawn.

THE COURT: This motion that is before me is a motion to stay the plaintiff from proceeding with the foreclosure sale of these premises, 183 Culver Street, Brooklyn, New York. And the motion asks that this proceeding be stayed until a determination is made by the Court in an action entitled Ethel Jones against Charles Jackson, United Institution Servicing and Amsterdam Federal Savings and Loan Association. It is allegedly an action in which the plaintiff, Ethel Jones, claims that she is the real owner and not Charles Jackson. As she is claiming fraud as against everybody concerned.

There are several reasons why I denied this motion. In the first place, there is absolutely no evidence been adduced here of any kind from which

any inference can be made that either the Amsterdam Federal Savings and Loan Association, the plaintiff, or its agent, United Institution Servicing Corporation has in any way committed a fraud against this lady who brings on this motion, Ethel Jones.

Secondly, I have observed Mrs. Jones while she testified, her demeanor and everything else and I attach no credibility to her testimony in regard to the fact that she did not know what was going on at the time. She said she only signed a paper. She has apparently signed three papers, two of which she admits signing and the other, the deed, she said she doesn't think it's her signature, but the Court examined all three exhibits and finds that the signatures are identical on all three documents, including the deed which she claims doesn't look like her signature, the deed which she allegedly signed which she claims doesn't look like her signature. The deed is acknowledged, and recorded. There is no evidence that the plaintiff here knew anything else but that Mr. Charles Jackson was the owner of these premises and the loan was made and the money

distributed in a rather complicated fashion including monies which were held in escrow for Ethel Jones and which apparently she failed to become entitled to because of the failure to make certain repairs. The fact of the matter is that some of these checks went in payment of various liens on the property, including liens of mortgages and judgments. Mortgages being mortgages which were on her property, first and second mortgage, the amounts of which have already been testified to and these judgments, which were judgments against her. I question the veracity of her testimony in regard to the fact that she says she doesn't know what was going on, particularly, in addition to everything else that I have said, particularly in regard to the fact that she said that she knew that she was no longer the owner of the property. She claims to have found out -- I asked her when she said she found out that she was no longer the owner of the property. She said about three weeks after the mortgage transaction took place, which would have put it in the month of February, 1971. She apparently never made any payments. She said she was told not to make any payments on the mortgage. She

apparently lived there. She had relatives there in the premises. No mortgage payments have ever been paid, either by her or by Mr. Jackson, wherever he may be. And on the basis of the evidence here adduced, I find no reason why I should stay these proceedings.

If and when this lady in her action pending in this Court establishes any fraud on the part of United Institutional Servicing Corporation and Amsterdam Federal Savings and Loan Association, if and when she does establish that, she will of course have whatever remedy would be open to her at that time. But as of now, I can see no reason why the Court should stay the proceedings. The bank and its agent, if and when it proceeds with this foreclosure action, will be doing so at its own risk and at the risk of having to be answerable to Mrs. Jones for my damages if she is ever able to establish that they participated, the plaintiff and its agent participated in an alleged fraud. But on the basis, as I say, of what I see here now, I decide that the motion should be and is denied.

MR. PROSNITS: Your Honor, may I just say one thing?

THE COURT: You have your exception.

MR. LEVINSON: The stay contained in the original order is vacated?

THE COURT: The stay is vacated. You have your exception.

* * * *

At a Special Term, Part I, of the Supreme Court, of the State of New York, held in and for the County of Kings, at the Civic Center, Brooklyn, New York, on the 6th day of October, 1972.

P R E S E N T:

HON. FRANK J. PINO
JUSTICE

----------X

UNITED INSTITUTIONAL SERVICING CORP.,

Plaintiff,

-against-

GUILLERMO O. CUEVAS, et. al.,

Defendants.

----------X

ORDER

INDEX # 3898/72

On reading and filing the Order to Show Cause dated August 3, 1972, the affirmation of IRVING I. STEINMAN, ESQ. dated August 2, 1972 and the affidavit of GUILLERMO O. CUEVAS and A.R. GALE verified August 2, 1972 all read in support of this Motion, and the affidavit in opposition of I. EDWIN KATZ dated September 8, 1972 and on all papers and proceedings heretofore had herein, and this Motion having come on to be heard before this Court on September 12, 1972 and IRVING I. STEINMAN, ESQ., attorney for defendant, GUILLERMO O. CUEVAS and Rose Cuevas having appeared in support of this motion and WALTER LEVINSON, ESQ. of FRIEDLAND & LEVINSON, ESQS., Attorneys for plaintiff having appeared in opposition thereto, and after due deliberation, it is now on motion of FRIEDLAND & LEVINSON, ESQS.,

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IRVING I STEINMAN
DIED
225 Bway

ORDERED, that the aforesaid motion to vacate the judgment of foreclosure and sale herein dated June 27, 1972 and entered July 7, 1972 be and the same hereby is denied in all respects, and the stay contained in said Order to show cause is continued until October 16, 1972 and if ~~motion is hereby vacated unless~~ the defendants pay the plaintiff on or before October 16, 1972 the sum of $2,612.22 (the arrears from October 1971 through October 1972) plus the sum of ~~$975.00~~ $750 - as the motion for vacate the judgment is granted and the stay is vacated for the legal fees and disbursements, and it is further

ORDERED, that the escrow funds held under an escrow agreement made May 20, 1971, between UNITED INSTITUTIONAL SERVICING CORP. and COUNTY-LINE COLLATERAL CORP., may be applied to the payment of the foregoing monies provided that on or before October 16, 1972 defendants fully complies with the terms of said escrow agreement, and provided further that plaintiff ~~or its agent~~ receives proper written authorization from COUNTY-LINE COLLATERAL CORP. to release said escrow funds.

ENTER

Frank J. Pino

J.S.C.

Granted
Oct 6 1972
Anthony N. Leuzzi
Clerk

At a Special Term, Part II of the Supreme Court of the State of New York, held in and for the County of Kings at the Supreme Court House, Montague Street, Civic Center, Brooklyn ,N.Y. on the 3 day of August,1972.

PRESENT: HON. Hon. Vincent D. Damiani

Justice

UNITED INSTITUTIONAL SERVICING CORP.

Plaintiff

against

ORDER TO SHOW CAUSE
Index No. 3898-1972

GUILLERMO O. CUEVAS, et al.

Defendants

On reading and filing the annexed affidavits of Guillermo O. Cuevas and A.R. Gal[illegible], sworn to the 2nd day of August,1972 and the affirmation of Irving I. Steinman dated the 2nd day of August,1972 and the summons and complaint and judgment of foreclosure and sale dated the 27th day of June,1972, it is

ORDERED that the attorney for the plaintiff and the Referee Richard Goldberg, appointed herein by order dated June 27,1972, show cause before this Court, at a Special Term PART I thereof to be held at the Supreme Courthouse, Montague Street, Civic Center, Brooklyn,N.Y. on the 8th day of August,1972 at 9:30 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard, why an order should not be made setting aside the foreclosure sale held on the 27th day of July,1972, the judgment of foreclosure dated the 27th day of June, 1972 and granting leave to the defendants Guillermo O.Cuevas and Rose Cuevas to interpose an answer herein to the complaint and for such other and further relief as to this Court may seem just and proper; it is

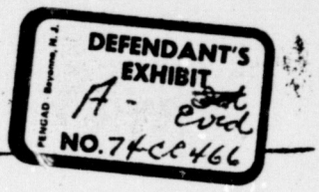
GRANTED
AUG 9 1972
CLERK

FURTHER ORDERED that pending the hearing of this motion ~~and the entry of an order thereon~~, LET all proceedings on the part ofthe plaintiff ,his attorneys, the Referee Richard Goldberg be stayed from issuing a Referee's Deed and all proceeding herein.

Sufficient reason appearing therefor, let service of a copy of this order and the papers upon which it is granted, upon the attorneys for the plaintiff and the Referee, Richard Goldberg, on or before the 4th day of August, 1972 BE DEEMED SUFFICIENT.

ENTER V.D.D.
J.S.C.

the ... person so served to be the person mentioned and described in said papers as the ... herein.
Sworn to before me, this ... day of ... 19




SUPREME COURT : KINGS COUNTY

UNITED INSTITUTIONAL SERVICING CORP.

Plaintiff

against

AFFIDAVIT

GUILLERMO O. CUEVAS, et al.

Defendants

STATE OF NEW YORK )
)SS:.
COUNTY OF NEW YORK)

GUILLERMO O. CUEVAS, being duly sworn, deposes and says:

That he is the owner, with Rose Cuevas, his wife of premises known as 719A Quincy Street, Brooklyn,N.Y., the property being foreclosed herein.

That on or about the 20th day of May,1971 your deponent purchased the premises from County Line Collateral Corp. and the plaintiff in this action furnished a purchase money first mortgage in the sum of $ 19,750.00providing for monthly payments of $ 197.00.

At the closing ther appeared that there was certain violations against the premises and a Certificate of Occupancy was lacking. The seller agreed and deposited with the plaintiff herein, the sum of $6,000.00 to guarantee that the violations would be removed and a Certificate of Occupancy issued. I was in possession of the premises for a number of months when I discovered the athe Certificate of Occcupancy had not yet come in. I stopped making payments and then in April ,1972 I was served with a summons and complaint in foreclosure.

On April 6,1972 I had a conference at the office of United Institutional Servising Corp. where there was present Edwin Katz, an officer of United Institutional Servicing Corp., Algis Gale, Vice President of the original seller, County Line Collateral Corp, and myself.

It was then agreed between us that $ 2,000.00 be released from the escrow held by United to be used in payment of arrears on the mortgage and then County Line Collateral Corp. could proceed and obtain the Certificate of Occupancy. Aletter was signed by County Line and myself to that effect addressed to United Institutional Servicing Corp., a copy of which is hereto annexed.

I did not hear anything further until I was notified the latter part of

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person so served to be the person mentioned and described in said papers as the herein.
Sworn to before me, this day of 19

July,1972 by the tenants in the building that they heard the premises were being sold in foreclosure.

The letter hereto annexed shows that the plaintiff received $2,000.00 to cover all arrears through the month of April,1972 as well as any foreclosure costs incurred to that date, April 6,1972.

If this money had not been made available at that date to bring the mortgage up to date, I would have retained counsel and interposed an answer.

Instead what happened was that the plaintiff took the money and proceeded to try to take my house. The mortgage was not in arrears and the mortgage could not be accelerated.

The action it proceeded under was the one that had been commenced prior to the letter and if there were any defaults thereafter a new action should have been commenced.

The plaintiff has no cause of action and your deponent was lulled to sleep since the action had been actually settled by the aforesaid letter.

I have been advised by my attorney, Irving I. Steinman, that I have a meritorious defense to the action and request the Court to permit me to interpose an answer, which is hereto annexed.

The sale should be set aside and the judgment of foreclosure vacated.

The plaintiff has resorted to tactic which are fraudulent as to your deponent.

WHEREFORE, your deponent prays that an order be made setting aside the foreclosure sale held herein and vacating the judgment of foreclosure and for such other and further relief as to the Court may seem just and proper.

Sworn to before me this

2ND day of August,1972.

Guillermo O. Cuevas

RAYMOND SASS
NOTARY PUBLIC, State of New York
No. 52-4533347 - Suffolk County
Term Expires March 30, 1973.

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the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

At a Special Term, Part I of theSupreme Court, of the State of New York, held in and for the County of Kings, at the Civic Center, Brooklyn, New York on the 3rd day of October, 1972.

P R E S E N T:

HON: FRANK J. PINO

JUSTICE

----------X

AMSTERDAM FEDERAL SAVINGS AND LOAN ASSOCIATION,

Plaintiff,

-against-

CHARLES JACKSON, JR. et.al.

Defendants.

----------X

ORDER

INDEX# 2355/72

On reading and filing the Order to Show Cause dated June 30, 1972, the affidavits of ETHEL JONES, ROSE TOLER and CHARLES JACKSON, JR. verified June 29 and 28, 1972, all read in support of this Motion, and the affirmation in opposition of WALTER LEVINSON, ESQ dated September 11, 1972 and the affidavits of HAROLD FISHER and ALEXANDER S. LEVINE verified September 5, 1972, and on all papers and proceedings heretofore had herein, and this Motion having come on to be heard before this Court on September 12, 1972 and having been set down for hearing and testimony on September 28, 1972 and ETHEL JONES and ROSE TOLER and their attorney EUGENE PROSNITS, ESQ. having appeared in support of this motion and WALTER LEVINSON, ESQ. of FRIEDLAND & LEVINSON ESQS. attorneys for plaintiff having appeared in opposition thereto, and after the hearing and testimony and due deliberation, it is now on motion of FRIEDLAND & LEVINSON, ESQS.,

ORDERED, that the aforesaid motion be and the same

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herein, By delivering a true copy thereof to him personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

hereby is denied in all respects, and the stay contained in said order to show cause ~~motion~~ dated June 30, 1972 motion is hereby vacated.

ENTER

J. S. C.

FILED

OCT 3 1972

Anthony M. Cursio

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the herein, by delivering a true copy thereof to him personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

Sworn to before me, this day of 19

Budget Bureau No. 63-R1082

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

2. FHA Case No. 243-11-945D

RESTORE

# BEDFORD STUYVESANT RESTORATION CORPORATION

## MORTGAGE LOAN APPLICATION

| Name of Interviewer | Inception Date | Amount Requested | Interest | Term | Purchase / Refinance |
|---|---|---|---|---|---|
| C. Cruz | 1/14/71 | 20,000.00 | 7½ | | ☒ Purchase ☐ Refinance |

**ATTY**

| Name | Address | Phone |
|---|---|---|
| | | |

**APPLICANT**

| | | | | |
|---|---|---|---|---|
| Full Name: Guillerma Cuevas | ☐ Single ☐ Separated | ☐ Divorced ☐ Widow | ☒ Married Years 4 | |
| Home Address – No. and Street: 24 Hurmon Street | Age 27 | Home Phone | Badge or Emp. No. | |
| City Town Post Office: Brooklyn, N.Y. State: | Zip Code: | No of Dependents 2 | Age 2, 3 | |
| Employment or Business: Las Antillas Motors, Inc | Kind of Business 191-2124 | Position Manager | Years There 4 | |
| Business Address: 1106 Bushwick Avenue Brklyn, N.Y. | Business Phone 668-2402 | Annual Salary $102.50 Weekly | Other Income | |
| **SPOUSE** Full Name: Rose Cuevas | Age 23 | Years at Residence | Badge or Emp. No. | |
| Employment or Business: Housewife | Kind of Business | Position | Years There | |
| Business Address | Business Phone 452-9165 • 452-9182 | Annual Salary | Other Income | |

Source of information about Restoration's Mortgage Pool

**FINANCIAL STATEMENT – as of** 19 9162

| ASSETS | | LIABILITIES | |
|---|---|---|---|
| Cash in Banks (list Accounts Below) | $ 500.02 | Accounts Payable (Describe Below) | $ |
| Amount Paid on Contract (If Purchasing) | | Automobile Installment Account | |
| Bonds and Securities (Market Value) | | Other Installment Accounts | |
| Cash Surrender Value (Life Insurance) | | Loans Outstanding (Describe Below) | |
| Automobiles Year 66 Make Corvette Current Value | 1000.00 | | |
| Household Items | 5,000.00 | Mortgages | |
| Real Estate Owned (Describe Below) | | Other Liabilities (Describe Below) | |
| Other Assets (Describe Below) | | | |
| TOTAL | $ | TOTAL | $ |

Bank Accounts – Name and Address of Bank

Ponce de Donca Savings
1037 Southern Blvd #835
Bronx, N.Y.

| Type of Account | Describe Real Estate & Other Assets |
|---|---|
| | |

| Life Insurance Coverage | Self | Employer |
|---|---|---|
| | $ | $ |

**DETAILS OF LOANS, MORTGAGES, ETC. LISTED ABOVE**

| Name & Address of Creditor | Type of Loan | Original Amount | Present Balance | Date of Loan | Date Due | Payment Terms |
|---|---|---|---|---|---|---|
| | | $ | $ | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

PROPERTY TO BE MORTGAGED

| Property Location -- Street and Number | Nearest Cross Street | Town or City | County | State |
|---|---|---|---|---|
| 719 N. Jimmey Street | | | | |

| Insurers Name (If Property Owned) | Policy No. | Coverage $ | Annual Premium $ |
|---|---|---|---|
| | | | |

| PAST 12 MONTHS – ANNUAL FIXED CHARGES | | PAST 12 MONTHS – APPROXIMATE HOUSING EXPENSE | |
|---|---|---|---|
| Federal Income Tax | $ | Mortgage Payment or Rent | $ |
| State Income Tax | | Taxes and Insurance | |
| Premium on Life Insurance | | Heat | |
| Social Security Contributions | | Water, Gas, Electricity | |
| Retirement Contributions | | Maintenance | |
| Payment on Installment Accounts | | | |
| Mortgage or Contract Payment on Other Real Estate | | | |
| Payment on Other Loans | | | |
| TOTAL FIXED CHARGES | $ | TOTAL HOUSING EXPENSE | $ |

Have you sold property within the last 6 months which had an FHA or VA mortgage? ☐ Yes ☐ No. If "Yes" give FHA Case No. _____

Buyer's Name _____ Did buyer intend to occupy? ☐ Yes ☐ No Prop. Address _____

_____ Sales Price $ _____ Orig. Mtg. Amt. $ _____ Unpd. Bal. when sold $ _____

Have you ever been obligated on a home loan, or a home improvement loan which resulted in foreclosure, deed; in lieu of foreclosure, or judgement?

☐ Yes ☐ No. If "Yes" give: Property Address _____ Name & address of Lender _____

_____ If dwelling to be covered by the mortgage is to be for rent - is it a part

of, adjacent or contiguous to any project subdivision or group of rental properties involving eight or more dwelling units in which you have any financial

interest ☐ Yes ☐ No. If "Yes" give details. Do you own four or more dwelling units insured under any title of the National Housing Act?

☐ Yes ☐ No. If "Yes" submit Form 2561.

Give details of other income shown on reverse side:

(a) Real Estate owned

Rental Income $ 200.00

Expenses: Mtge. Payment $.....

R. E. Taxes .....

Maintenance .....

Insurance .....

Utilities .....

Total Expenses $.....

Net Income from Real Estate $.....

(b) Other Sources:

If the Lender grants a Mortgage Loan relative hereto, the Applicant agrees to pay to the Lender all reasonable expenses incurred, or to be incurred, for searches, appraisals, examinations and certificates of title as well as for drawing, perfecting and recording of papers. Furthermore, the Applicant will provide and pay the premiums on insurance in an amount and with such insurers as are acceptable to the Mortgagee with loss(es) payable to the Mortgagee as their respective interests may appear. The Applicant affirms that each of the answers to the foregoing is true and correct and authorizes the said Lender to obtain information from any source to which it may apply relative to the application – each such source being hereby authorized to provide such information. This application shall be and remain the property of Bedford-Stuyvesant Restoration Corp.

C NO. APPLICANT'S NAME FHA CASE NO.

CURRENT STATUS OF MORTGAGE APPLICATION

| DESCRIPTION | Waiting For Report (✓) | Received Report (✓) |
|---|---|---|
| Original Copy of Sales Contract | | |
| Appraisal and Credit Report Fee | | |
| Verification of Deposit | | |
| Verification of Employment | | 2/5/71 |
| Outstanding Loan Verification 1 ( ) Loan 2 ( ) | | |
| Loan 3 ( ) Loan 4 ( ) Loan 5 ( ) Loan 6 ( ) | | |
| TRANSIENT AFFIDAVIT (Signed & Notarized) | | |
| ADDITIONAL AFFIDAVITS 1. | | |
| 2. | | |
| FHA APPRAISAL | | |
| Conditional Commitment | | |
| Additional Work Requested By FHA | | |
| Inspection of Work Requested By FHA | | |
| Credit Report | | 2/8/71 |
| Firm Commitment | 3.9.71 | |
| Title Search | | |
| Fire Insurance | | |
| To Lender | 3/30/71 | |
| Name of Lender | Home Savings Bank | |
| Date Closed | | |

REMARKS 1/14- Order Credit Report & deposit verf
Send Employment Verifications to Mr.
Chinas at his Inst.
(1) Job Verif, (1) Deposit Verif, Credit Report (2)

spoke to Mr. Bruno will be getting a
new acct #

3/3/71 Firm to be signed by Chas Jr.

ce

719A Quincy

☒ Al Gale
County-Line Collekal Corp
Seller

☐ Bruno
- attorney for Cuevas

**BEDFORD-STUYVESANT RESTORATION CORPORATION** № 1723

**Mortgage Division**

The undersigned, hereby, acknowledges receipt of

$ 5.00 from Alfred Bruno

to cover FHA processing costs

in relation to the mortgage application accepted this date.

BSRC

Date 12/28/70 By Barbara Cepeda

RESTORE

BEDFORD-STUYVESANT RESTORATION CORPORATION

239 HERKIMER STREET, BROOKLYN, N.Y. 11216

May 19, 1971

Mr. & Mrs. Guillermo Cuevas
24 Furman Street
Brooklyn, New York

RE: Application for loan
at 719A Quincy Street

Dear Mr. & Mrs. Cuevas:

This day, May 19, 1971, your attorney delivered to me a duly notorized release authorizing me to release the FHA commitments issued on your application to Delta Capital Corporation. A copy of that release is enclosed.

This letter is to confirm that transfer of your commitments have been made to Delta Capital Corporation, although we offer our caution on the purchase of a property with multiple Housing and Building Department violations.

Please let me know if you have any questions.

Sincerely yours,

Charles A. Shorter
Director
Mortgage Department

CAS:hh

RESTORE
BEDFORD STUYVESANT RESTORATION CORPORATION
268 ASHLAND PLACE, BROOKLYN, NEW YORK 11217
212/522-1900

BOARD OF DIRECTORS

HON. THOMAS R. JONES, J. S. C.
Chairman
CHARLES ANGEL
C. MARK BETHEL
ROBERT CARSON
JAMES M. CATO
VERNAL G. CAVE, M. D.
RUDOLPH CLARENCE, JR.
MRS. ALMIRA K. COURSEY
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REV. HENRY B. HUCLES
PAZEL G. JACKSON, JR.
CYRIL J. JONES, M.D.
IRVING JOYNER
MRS. ROBERT V. KING, JR.
REV. EDWARD A. LAWRIE, R. C.
JOHN W. McDONALD
GEORGE E. MEARES
CHARLES OWENS
MRS. DAPHNE A. SHEPPARD
WILLIAM TATE
HON. WILLIAM C. THOMPSON
ALBERT VANN
JOSEPH B. WILLIAM, J. F. C.

FRANKLIN A. THOMAS
President

April 7, 1971

Guillerma Cuevas
24 Furmon Street
Brooklyn, New York

Re: FHA Case No.
373 169702
719A Quincy Street
Brooklyn, New York

Dear Mr. Cuevas:

We have received a firm commitment on your case. I have assigned your case to the Bronx Savings Bank. Please have your attorney Call Mr. Gerald Einhorn at WH 3 3430 for a closing date.

Call me if you have any questions.

Thank you for your cooperation.

Very truly yours,

Henry C. Chinn, Jr.
Junior Loan Officer

HCCJ:jd

RESTORE
BEDFORD STUYVESANT RESTORATION CORPORATION
268 ASHLAND PLACE, BROOKLYN, NEW YORK 11217
212/522-1900

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WILLIAM TATE
HON. WILLIAM C. THOMPSON
ALBERT VANN
JOSEPH B. WILLIAM, J.F.C.

FRANKLIN A. THOMAS
President

March 23, 1971

Department of Housing & Urban Development
Federal Housing Administration
175 Fulton Avenue
Hempstead, New York 11550

Re: FHA Case No.
373 169702
Guillerma & Rose Cuevas
719A Quincy Street
Brooklyn, New York

Dear Sir:

The undersigned mortgagee hereby assigns all right, title and interest in the above captioned FHA Commitment to the Bronx Savings Bank.

Very truly yours,

Chase Manhattan Bank, N.A.
%Bedford Stuyvesant Restoration Corp.
239 Herkimer Street
Brooklyn, New York 11216
33625 000 1

/jd

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P/ Enclosure

April 29, 1971

Mr. Guillerma Cuevas
24 Furman Street
Brooklyn, New York

Re: FHA Case #373-169702
719A Quincy Street
Brooklyn, New York

Dear Mr. Cuevas:

On April 28, 1971, a inspection of the above premises was made by this Corporation. The work set forth by the F.H.A. was not completed.

As you may know, the F.H.A. requires the following:

1. resurfacing dirt cellar floor with concrete;

2. Repair of ceiling on second floor rear, with paint and decorating of entire room.

The second item has not been completed, but must be in order for the loan to close.

As soon as all work has been completed, please let me know so that we may make another inspection.

Sincerely yours,

Charles A. Shorter
Director
Mortgage Department

CAS:hh

STATE OF NEW YORK
SS
COUNTY OF KINGS

Guillermo O. Cuevas residing at 24 Furman Avenue Brooklyn, N.Y. being duly sworn deposes and says that on this day he did re examine the premises the premises 719A Quincy Street Brooklyn, N.Y. with his Attorney Arnold E. Bruno, and that being cognizant of all of the incomplete work and of the Housing and Building Department Violations still presently on the premises, Guillermo O. Cuevas is still desirous of closing and taking title to the aforementioned premises as soon as possible so that the Cuevas family may have the larger quarters which it so desperately needs.

For the above mentioned reasons, Guillermo O. Cuevas requests that the Bedford Stuyvesant Restoration Corporation immediately assign its right, title and interest in the F.H.A. mortgage commitment on premises 719A Quincy Street Brooklyn, New York to Delta Capital Cor located at 175 Fulton Avenue Hempstead, N.Y. which is prepared to clos immediately. A simultaneous request has been made by Delta Capital Cor to the F.H.A. for the file and the pending extension required for the closing.

Guillermo O. Cuevas

Sworn to before me this 18th Day
of May, 1971.

Raymond Sass

RAYMOND SASS
NOTARY PUBLIC, State of New York
No. 52-483347 - Suffolk County
Term Expires March 30, 19 72

MEMORANDUM

April 20, 1971

TO: Mr. Tom Keller

FROM Mr. Charles A. Shorter

RE: Inspection

Please inspect the property located at 719A Qunicy St. Call owner at 297-9317 Mr. Culnas.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION
175 Fulton Avenue
Hempstead, N. Y. 11550

In Reply Please Refer To: HHB:ath

May 6, 1971

The Chase Manhattan Bank,N.A.
c/o Bedford-Stuyvesant Restoration Corp.
268 Ashland Place
Brooklyn, N. Y. 11217

Re: 373-169702
719A Quincy St.
Brooklyn, N. Y.

Gentlemen:

You are advised that the certifications submitted by you do ~~xxxxx~~ comply with the conditions of the captioned Commitment for Insurance.

- [ ] Termites
- [ ] Plumbing
- [ ] Heating
- [ ] Electrical System
- [ ] Water
- [ ] Sewer
- [x] ~~xxxxxxx~~ To submit letter amending address to 719A Quincy St.

Very truly yours,

Lawrence M. Condon
Assistant State Director

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F1

PLEASE MAKE ALL INQUIRIES IN DUPLICATE

# CREDIT BUREAU
## OF GREATER NEW YORK, INC.

FURNISH FULL NAMES AND ADDRESSES

330 West 34th ST., NEW YORK, N. Y. 10001

Reports - 524-7010
Executive - 524-6460

| PULLER | IN | B / J | C / Q | NC. | OUT |
|---|---|---|---|---|---|
| | | | | | |

Mr. Menzer
MEMBER'S NAME — ATTENTION OF

Bedford Stuyvesant Restoration Corp
CODE NUMBER — YOUR ACCT. NO. — DATE

6613-1 — BSRC# 2068 — Jan 27, 1971

| LAST NAME | FIRST NAME | MIDDLE NAME | HUSBAND'S NAME / WIFE'S NAME |
|---|---|---|---|
| Cuevas | Guillermo | | Rose |

PRESENT ADDRESS — CITY

24 Bergen Street, Brooklyn, New York
FORMER ADDRESS — CITY

Home Phone # 491-2124 Business Phone

| AGE | NEW ACCOUNT | REVISED | REOPENED | DELINQUENT | INACTIVE |
|---|---|---|---|---|---|
| | | | | | |

OCCUPATION (HUSBAND) — TITLE — DEPARTMENT

NAME OF BUSINESS — ADDRESS OF BUSINESS — CITY

Los Antilles Motors, Inc. 1606 Rockwick Ave. Brooklyn, N.W.
OCCUPATION (WIFE) — TITLE — DEPARTMENT

NAME OF BUSINESS — ADDRESS OF BUSINESS — CITY

Housewife
BANK OF REFERENCE — BRANCH OR ADDRESS — SPECIAL CHECKING ☐ REGULAR CHECKING ☐

Banco De Ponce -1037 Southern Blvd.
STOCK BROKERAGE REFERENCE — ADDRESS — CITY

To Purchase

From

SPECIAL INSTRUCTIONS

CHECK TYPE OF SERVICE DESIRED

| LOCAL TRADE CLEARANCE ☐ | $ $ $ | OUT-OF-TOWN TRADE CLEARANCE ☐ | | |
|---|---|---|---|---|
| IN-FILE TRADE ☐ | SPECIAL REPORT ☐ | RUSH SPECIAL ☐ | EMPLOYMENT CHECK ☐ | PRIVATE INVESTIGATION ☐ |

☐ IF NO TRADE IN FILE, CHANGE TO SPECIAL REPORT

FILL IN ON THIS LINE NAME OF OTHER TYPE REPORT DESIRED

FHA

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person so served to be the person mentioned and described in said papers as the therein.
Sworn to before me, this day of 19

CBRI FHA Standard Factu
Data Report No. 8

CREDIT BUREAU REPORTS INC
a nationwide service

CORRECT NAME AND ADDRESS

Name.....CUEVA. GUELLERMO. MR.....
Street Address..24. FURMAN. ST.....
City and State..BROOKLYN. N.Y.....
Zip Code

Case Number....#2068.....
Property Address....None. Given.....
Date on Order Ticket..1/21/71.....
Date Received by Bureau..1/28/71.....
Date Report Mailed..2/3/71.K307.CS.....

(No reference shall be made in this report to race, creed, color, or national origin)

| | |
|---|---|
| 1-A. Do name and address agree with information shown on request for report? If not, explain below. | 1-A. No. Correct last name is Cueva, Inq. Cuena. |
| B. Date of Birth - | B. He born 1943, and she 1946. |
| 2-A. Marital status - number of dependents including self | 2-A. Married. Dependents: 1 child. |
| B. Length of time married - | B. Married 5 years. |
| C. Did you learn of any separation or divorce? | C. no. |
| 3-A. Name of present employer - | 3-A. LOC. ANTILLAS. MOTORS. 1606 BUSHWICK AVE. B |
| B. Position held - length of present connection - | B. Salesman. Years: 2½ yrs. |
| C. Has employment status changed within the past two years? | C. no. Income $155.00 per week. |
| 4-A. If spouse is presently employed, give name of employer - | 4-A. Not employed. |
| B. Position held - length of present connection - | B. Not employdd. Years: |
| C. Approximate income - | C. Not employed. |

REMARKS: 1. Amplify his employment history. (This report shall contain information as to the subject's previous employment status, location and salary, if there has been a change in employment status within the past two years.)

2. The reporting bureau certifies that: (a) [X] public records have been checked for suits, judgments, foreclosures, garnishments, bankruptcies, and other legal actions involving the subject with the results indicated below: or, (b) [X] equivalent information has been obtained through the use of a qualified public records reporting service with the results indicated below. (Give details). (The records of real estate transfers which do not involve foreclosure may be excluded).

3. The reporting bureau certifies that the subject's credit record in the payment of bills and other obligations has been checked: (a) [X] through the credit accounts extended by a combined minimum of 75% of the larger department stores and larger consumer and unsecured credit granters of the community in which the subject resides, with the results indicated below: or, (b) [X] through accumulated credit records of such credit granters of the community in which the subject resides, with the results indicated below.

CREDIT HISTORY

| KIND OF BUSINESS | DATE ACCOUNT OPENED | DATE OF LAST SALE | HIGHEST CREDIT | AMOUNT OWING | AMOUNT PAST DUE | TERMS OF SALE AND USUAL MANNER OF PAYMENT |
|---|---|---|---|---|---|---|

In regard to Paragraph #1, subject was born in Puerto Rico, Not High School graduate, and has 2½ years service in U.S. Army.
In regard to Paragraph #2, Public records have been checked for suits, judgments foreclosures, garnishments, bankruptcies, andother legal actions involving your subject, and we find none against your subject. Subject has clear record.
In regard to Paragraph #3, we find no credit record for your subject in the payments of bills, otherobligations.
BANK: BANCO DE PONCE Savings $700.00.
RESIDENCE: Fair type walkup, here over 2 years, renting apt.#2-B, 5 rooms, at $126.00 per month.

Report mailed to: #9615-1(BSRC#2068.).
Mortgagee Stamp Imprint Number (if Applicable)

Prepared by: Credit Bureau ofGreater N.Y. 330.W. 34 th St. N.Y.
Name of CBR reporting bureau City State

**The information in this report is provided under contract between the Federal Housing Administration and Credit Bureau Reports, Inc.**
**Information furnished on FHA Standard Factual Data Report No. 891, together with related antecedent reports, is furnished upon the express condition that the FHA Approved Mortgagee and/or its authorized agent or FHA Contract Broker and/or its authorized agent or the V.A. Lender and/or its authorized agent agrees to hold such information in strict confidence for its own exclusive use, never to be communicated except to the FHA, or VA (or bonafide purchasers in the secondary mortgage market), and to save Credit Bureau Reports, Inc., and the reporting credit bureaus, their officers, agents and employees harmless from any and all damages which may arise from the violation of the agreement by such FHA Approved Mortgagee or such FHA Contract Broker, or such VA Lender.**

TUMBLE OVER. WRITE FROM TOP DOWN. (SEE REVERSE SIDE FOR COMMON LANGUAGE FOR CONSUMER CRE

person so served to be the person mentioned and described in said papers as the ... therein.
Sworn to before me, this ... day of ... 19 ...

Budget Bureau No. 63-R1002

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

2. FHA Case No. 373-169402

1. **MORTGAGEE'S APPLICATION FOR MORTGAGOR APPROVAL AND COMMITMENT FOR MORTGAGE INSURANCE UNDER THE NATIONAL HOUSING ACT**
☒ SEC. 203(b) ☐ SEC.

3. PROPERTY ADDRESS 419 A Quincy Street

4. MORTGAGORS:
Husband Guillermo Cuevas Age 27
Wife Rose Cuevas Age 23
Address 24 Truman Street Brooklyn N.Y.
Married Yrs. 4 No. of Dependents 3 Ages 2-3-23
Co-Mortgagor(s) Age(s)

5. MORTGAGEE - Name, Address & Zip Code (Please Type)

(Please locate address within corner marks)

STATISTICAL INFORMATION:
☐ White (Non-Minority) ☐ American Indian ☐ Spanish American
☐ Negro / Black ☐ Oriental ☐ Other Minority

| 6. MORTGAGE APPLIED FOR → | Mortgage Amount | Interest Rate | No. of Months | Monthly Payment Principal & Interest |
|---|---|---|---|---|
| | $19,450 | 4 % | 360 | $133.07 |

7. PURPOSE OF LOAN: ☐ Finance Constr. on Own Land ☒ Finance Purchase ☐ Refinance Exist. Loan ☐ Finance Impr. to Exist. Prop. ☐ Other
MORTGAGOR WILL BE: ☒ Occupant ☐ Landlord ☐ Builder ☐ Escrow Commit. Mortgagor

8. EMPLOYMENT
Husband's occupation Export Sales Asst Mgr
Employer's name & address Hda Antillas Motors, Inc. 1606 Burkwick Avenue Brooklyn, N.Y.
years employed 3/4 mths
Wife's occupation Housewife
Employer's name & address
years employed

9. MONTHLY INCOME

| | |
|---|---|
| Husband's base pay | $ 950.00 |
| Other Earnings (explain) Bonus | 66.66 |
| Wife's base pay | |
| Other Earnings (explain) | |
| Gross Income, Real Estate | 120.00 |
| Other (explain) | |
| TOTAL | $ 1,136.66 |

10. PREVIOUS MONTHLY HOUSING EXPENSE

| | |
|---|---|
| Mortgage payment or rent | $ 126.00 |
| Fire Insurance | |
| Taxes, special assessments | |
| Maintenance | |
| Heat & Utilities | 60.00 |
| Other (explain) | |
| TOTAL | $ 186.00 |

11. PREVIOUS MONTHLY FIXED CHARGES

| | |
|---|---|
| Federal, State & Local income taxes | $ 142.30 |
| Prem. for $ ... Life Insurance | |
| Social Security & Retirement Payments | 20.00 |
| Installment account payments | |
| Operating Expenses, other Real Estate | |
| Other (explain) | |
| TOTAL | $ 162.30 |

12. ASSETS FOR CLOSING

| | | |
|---|---|---|
| Cash accounts Banco De Ponce | $ 40000 | |
| | | |
| Marketable securities | | |
| Other (explain) | | |
| OTHER ASSETS | (A) TOTAL | $ 400.00 |
| Cash deposit on purchase | | 1,500 |
| Other (explain) 66 Plymouth | | 1,000 |
| Household Items | | 5,000 |
| | (B) TOTAL | $ 7,500 |

13. LIABILITIES

| | Monthly Payt. | Unpd. Bal. |
|---|---|---|
| Automobile | $ | $ |
| Debts, other Real Estate | | |
| Life Insurance Loans | | |
| Notes payable | | |
| Credit Union | | |
| Retail accounts | | |
| | | |
| | | |
| | | |
| TOTAL | $ | $ |

14. FUTURE MONTHLY PAYMENTS

| | |
|---|---|
| (a) Principal & Interest | $ 133.07 |
| (b) FHA Mortgage Insurance Premium | 9.20 |
| (c) Ground rent (Leasehold only) | |
| (d) TOTAL DEBT SERVICE (a+b+c) | 141.27 |
| (e) Fire Insurance | 6.00 |
| (f) Taxes, special assessments | 32.00 |
| (g) TOTAL MTG. PAYT. (d+e+f) | 179.27 |
| (h) Maintenance | 15.00 |
| (i) Heat & utilities | 60.00 |
| (j) TOTAL HSG. EXPENSE (g+h+i) | 254.27 |
| (k) Other recurring charges (explain) | 47.60 |
| (l) TOTAL FIXED PAYT. (j+k) | $ 301.87 |

Dollar will pay closing cost

15. SETTLEMENT REQUIREMENTS

| | |
|---|---|
| (a) Existing debt (Refinancing only) | $ 21,500 |
| (b) Sale price (Realty only) | |
| (c) Repairs & Improvements | 900 |
| (d) Closing Costs | 22,300 |
| (e) TOTAL (a+b+c+d) | 19,450 |
| (f) Mortgage amount | 2,550 |
| (g) Mortgagor's required investment (e−f) | 96.00 |
| (h) Prepayable expenses 3 months taxes | |
| (i) Non-realty & other items | |
| (j) TOTAL REQUIREMENTS (g+h+i) | 2,646 |
| (k) Amt. pd. ☒ cash ☐ Other (explain) | 1,500 |
| (l) Amt. to be pd. ☒ cash ☐ Other (explain) | 1,146 |
| (m) Tot. assets available for closing (12(A)) | $ 400.00 |

16. Do you own other Real Estate Unpaid Bal. $ ☐ Yes ☒ No Is it to be sold ☐ Yes ☒ No Address FHA mortgage ☐ Yes ☒ No Sales Price $ Lender Orig. Mtg. Amt. $

17. MORTGAGOR'S CERTIFICATE-- I ☐ have ☒ have not received a copy of the FHA Statement of Value (FHA Form 2800-6) or Veterans Administration Certificate of Reasonable Value (VA Form 26-1843) showing the estimated value of the property described in this application. Have you sold a property within the last 2 years which had an FHA mortgage? ☐ Yes ☒ No. If "Yes" was the mortgage paid in full? ☐ Yes ☒ No. If "No" give FHA Case Number ..., buyer's name ..., property address ..., date of transfer ..., lender's name and address ..., original mortgage amount $ ..., unpaid balance when sold $ ... Did buyer intend to occupy? ☐ Yes ☒ No. Have you ever been obligated on a home loan, home improvement loan or a mobile home which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgement? ☐ Yes ☒ No. If "Yes" attach statement giving full details including date, property address, name and address of lender, FHA or VA Case Number, if any, and actions taken to resolve. If dwelling to be covered by this mortgage is to be rented, if is a part of, adjacent or contiguous to any project, subdivision, or group of rental properties involving eight or more dwelling units in which you have any financial interest? ☐ Yes ☐ No ☒ Not to be rented. If "Yes" give details. Do you own four or more dwelling units with mortgages insured under any title of the National Housing Act? ☐ Yes ☒ No. If "Yes" submit FHA Form 2561. The Mortgagor certifies that all information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and is true and complete to the best of his knowledge and belief. Verification may be obtained from any source named herein.

WORK COPY

Signature(s) Date 19

18. MORTGAGEE'S CERTIFICATE- The mortgagee certifies that all information in this application is true and complete to the best of its knowledge and belief. Signature Date: 19

... information in any way the action of such

# INSTLCORP, INC.

200 PARK AVENUE, NEW YORK, NEW YORK 10017

April 21, 1971

Mr. & Mrs. Guillerma Cuevas
24 Furman Avenue
Brooklyn, New York 11207

RE: FHA Case No. 373-169702
Premises: 719 A Quincy Street
Brooklyn, New York

Dear Mr. & Mrs. Cuevas:

We are pleased to inform you that we have accepted your application and have approved an FHA insured first mortgage loan of $ 19,750.00 covering the above premises.

The Mortgage will call for 360 constant monthly payments, each in the sum of $131.54 , to be applied first to the payment of interest at the rate of 7 %, and the balance in reduction of principal. We will also require payments to establish and maintain an escrow fund for taxes, assessments and fire insurance.

We agree to make the first mortgage loan subject to the following conditions:

(1) That all requirements of the FHA be fully performed and complied with and that the loan shall be fully insured under Section 203(b) pursuant to Section223 (e) of Title II of the National Housing Act, as amended.

(2) That we will receive a title policy insuring that Instlcorp, Inc. is the holder of a valid first lien on the subject property, free from all exceptions and objections except such as may be approved by us or by our counsel.

(3) That the loan close at the offices of Bedford Stuyvesant Restoration Corporation, 239 Herkimer Street, Brooklyn, New York 11216 on or before June 2, 1971.

(4) That you furnish us with all required governmental permits and certificates, including a Certificate of Occupancy, covering present use and occupancy, if available, along with a survey of the property satisfactory to us, our counsel, the FHA and the title company.

(5) At the closing you will furnish us with fire insurance policies, with extended coverage, each in an amount, form and with a company acceptable to us, and naming Instlcorp, Inc. as Mortgagee. Accordingly, the insurance information questionnaire attached hereto must be completed and returned to this office by May 5, 1971.

(6) See attached schedule.

Any and all closing costs, including, but not limited to, title insurance and inspections and searches incident thereto, cost of survey, mortgage tax and requisite recording fees, shall be paid by the applicants upon the closing, together with our counsel's fee in the sum of $ 197.50 . In this connection and in compliance with Federal Truth-In-Lending requirements, enclosed herewith are the original and two copies of a Disclosure Statement, which we ask that you examine, then sign, date and return one copy thereof to us.

As an additional condition hereof, and notwithstanding anything in this letter to the contrary, we reserve the right to adjust the rate of interest and the dollar amount of the constant monthly payments, to accord with the maximum rate for FHA insured loans in effect at the time of the closing of this loan.

Please express your acceptance of the amount, terms and conditions of the proposed loan by signing and dating the enclosed copy

of this letter and returning it to us.

Very truly yours,

INSTLCORP, INC.

By: _____
Assistant Vice President

cc: Edward J. Kearns, Assistant Mtge. Officer
The Bronx Savings Bank
429 East Tremont Avenue
Bronx, New York 10457

Mr. Henry C. Chinn, Jr.
Mortgage Department
Bedford Stuyvesant Restoration Corporation
239 Herkimer Street
Brooklyn, New York 11216

That the repairs listed below be completed to the satisfaction of Instlcorp, Inc. prior to closing. In the alternative, an escrow deposit in an amount to be set by FHA will be taken by Instlcorp, Inc. at closing to ensure acceptable completion of the work within a reasonable time after closing.

1. Resurface dirt cellar floor with concrete.
2. Repair ceiling second floor rear,
3. Paint and redecorate room.
4. Submit letter amending address to 719 A Quincy Street.

MEMORANDUM

April 29, 1971

TO: Mr. Keller

FROM: Mr. Shorter CA-5

RE: 719A Quincy Street

---

Apologies. This case is under the name of Mr. Cuevas, who is buying the home. Please make an inspection. Call Mr. Bruno at 765-1370 or AX 7-7317.

[redacted]B:MC:sd
[redacted]#

JUDD, J.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - - - X

UNITED STATES OF AMERICA

- against -

ALGIS GALE,

Defendant.

- - - - - - - - - - - - - - - - - - - - X

SUPERSEDING INDICTMENT
Cr. No. 74 CR 466
(T.18, U.S.C., §1001, §1010 and §2)

7-3-74

THE GRAND JURY CHARGES:

COUNT ONE

On or about the 1st day of December 1971, within the Eastern District of New York, the defendant ALGIS GALE, knowingly and wilfully did make and cause to be made a false, fictitious and fraudulent statement and representation as to a material fact in a matter within the jurisdiction of the Veterans Administration, an agency of the United States, in that in an application for mortgage insurance (VA Form 26-1802(a), on premises known as 412 Pennsylvania Avenue, Brooklyn, New York, (VA File #489572), ALGIS GALE stated and represented and caused to be stated and represented that one Walter Rudman, the mortgage applicant, was purchasing the above described premises with the intent to occupy said premises, whereas in truth and fact, as ALGIS GALE well then knew, the applicant did not intend to occupy said premises. (Title 18, United States Code, §1001 and §2).

COUNT TWO

On or about the 21st day of March 1972, within the Eastern District of New York, the defendant ALGIS GALE, knowingly and wilfully did make and cause to be made a false, fictitious and fraudulent statement and representation as to

a material fact in a matter within the jurisdiction of the Veterans Administration, an agency of the United States, in that in an application for mortage insurance (VA Form 26-1802(a), on premises known as 668 Halsey Street, Brooklyn, New York, (VA File #495149), ALGIS GALE stated and represented and caused to be stated and represented that one Otha Wray Muskelly, Jr., the mortgage applicant, was employed by Florence Fashions and received an annual salary of $14,000 therefrom, whereas in truth and fact, as ALGIS GALE well then knew, the applicant was not so employed. (Title 18, United States Code §1001 and §2).

COUNT THREE

On or about the 11th day of March 1971, within the Eastern District of New York, the defendant ALGIS GALE, for the purpose of influencing the action of the Federal Housing Administration of the Department of Housing and Urban Development, an agency, of the United States, did wilfully and knowingly make, pass, utter and publish, and did wilfully cause to be made, passed, uttered and published, to the said Department, a false statement, knowing the same to be false in that in an application for mortgage insurance (FHA Form 2900-1) on premises known as 719 A Quincy Street, Brooklyn, New York (FHA File No. 373-169702), ALGIS GALE stated and caused to be stated that one Guillermo Cuevas, the mortgage applicant, was employed as the Export Sales Manager for Los Antillos Motors and received a monthly income of $950 therefrom, whereas in truth and fact, as ALGIS GALE well then knew, the applicant was not so employed. (Title 18, United States Code, §1010 and §2).

COUNT FOUR

On or about the 5th day of January 1971, within the Eastern District of New York, the defendant ALGIS GALE, for the purpose of influencing the action of the Federal Housing Administration of the Department of Housing and Urban Development, an agency of the United States, did wilfully and knowingly make, pass, utter and publish and did wilfully and knowingly cause to be made, passed, uttered and published, to the said department, a false statement, knowing the same to be false, in that in an application for mortgage insurance (FHA Form 2900-1) on premises kncwn as 183 Covert Street, Brooklyn, New York, (FHA File No. 373-168699), ALGIS GALE stated and caused to be stated that one Charles Jackson, Jr., the mortgage applicant, was employed by the S & S Construction Corp. whereas in truth and fact, as ALGIS GALE well then knew, the applicant was not so employed. (Title 18, United States Code, §1010 and §2).

A TRUE BILL

FOREMAN

UNITED STATES ATTORNEY

194

United States of America vs.

# United States District Court

DEFENDANT: ALGIS GALE

EASTERN DISTRICT OF NEW YORK

DOCKET NO.: 74 CR 466

## JUDGMENT AND PROBATION/COMMITMENT ORDER

AO 245 (6/7

**COUNSEL**

In the presence of the attorney for the government the defendant appeared in person on this date → MONTH 11 DAY 7 YEAR 19

[ ] WITHOUT COUNSEL However the court advised defendant of right to counsel and asked whether defendant desired have counsel appointed by the court and the defendant thereupon waived assistance of counsel.

[X] WITH COUNSEL Harry Goerlich, Esq. (Name of counsel)

**PLEA**

[ ] GUILTY, and the court being satisfied that there is a factual basis for the plea, [ ] NOLO CONTENDERE, [ ] NOT GUILTY

M'FILMED

**FINDING & JUDGMENT**

There being a finding/verdict of { [ ] NOT GUILTY. Defendant is discharged; [X] GUILTY. in counts 2, 3 & 4

M'FILMED

Defendant has been convicted as charged of the offense(s) of violating T-18, U.S.C.Secs. 1001, 1010 and 2, in that on or about Mar. 21, 1972, March 11, 1971 and Jan.5 1971, the defendant, did knowingly and wilfully make a false fictitiou and fraudulent statement as to a material fact in a matter within the jurisdiction of the Veterans Administration, in that on an application for mortgage insurance, the defendant stated, that other mortgage applicants were employed whereas in truth and fact, the defendant wal then knew , the applicants were not so employed

**SENTENCE OR PROBATION ORDER**

The court asked whether defendant had anything to say why judgment should not be pronounced. Because no sufficient cause to the contr was shown, or appeared to the court, the court adjudged the defendant guilty as charged and convicted and ordered that: The defendan hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of 2 years on each of counts 2,3 and 4. Sentences on counts 3 and 4 to run concu ently with sentence imposed in Count 2. Execution of sentence stayed to November 12, 1975. Bail of $5,000.00 surety bond pending appeal.

**SPECIAL CONDITIONS OF PROBATION**

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D. N.Y.
★ ★
NOV 7 1975
TIME A.M.....
P.M.....

**ADDITIONAL CONDITIONS OF PROBATION**

In addition to the special conditions of probation imposed above, it is hereby ordered that the general conditions of probation set out on th reverse side of this judgment be imposed. The Court may change the conditions of probation, reduce or extend the period of probation, and, any time during the probation period or within a maximum probation period of five years permitted by law, may issue a warrant and revok probation for a violation occurring during the probation period.

**COMMITMENT RECOMMENDATION**

The court orders commitment to the custody of the Attorney General and recommends,

It is ordered that the Clerk deliver a certified copy of this judgment and commitment to the U.S. Marshal or other qualified officer.

SIGNED BY
[X] U.S. District Judge
[ ] U.S. Magistrate

Henry Bramwell

Date Nov 7/75

A TRUE COPY ATTEST
DATED Nov. 26 1975
LEWIS ORGEL
CLERK
BY Frank Sinno

FHA No. _____ VA No. _____ TITLE No. MTGE. 04-26562

BROKER R & W

# UNITED INSTITUTIONAL SERVICING CORP.

370 LEXINGTON AVENUE, NEW YORK, N. Y. 10017

CLOSING STATEMENT ON LOAN NO. ~~71-05-~~ 7.75%

Section 6 Block 1627 Lot 84

Mortgagor: GUILLERMO O. CUEVAS and ROSE CUEVAS, his wife

Mortgaged Property: 719A Quincy Street, Brooklyn, Kings Co., New York

Purchase Price $ _____ Previous Owner COUNTY LINE COLLATERAL CORP.

Attorneys Present: Seller: _____

Purchaser: Arnold E. Bruno

Title Co: Arthur Taffet - American Title

**AMOUNT OF LOAN:** $ 19,750.00 Term 30 yrs. Rate 7 %

**ESCROWS**

| | | | | |
|---|---|---|---|---|
| FHA Mortgage Insurance Premium (1 mo.) | | | $ 8.20 | |
| FHA Mortgage Insurance Premium (1 mo.) | | | 8.20 | |
| **TAXES** | | | | |
| City or Village | 2 | mo. 37. | 74.00 | |
| Town or County | | " | | |
| School | | " | | |
| Water & Sewer Charges | 6 | " 10.= | 60.00 | |
| **INSURANCE** (Over)** | | | | |
| Fire Insurance | 4 | " 10. | 40.00 | |
| Add'l. Fire Insurance | | " | | |
| Extended Cov. | | " | | |
| | | | **TOTAL ESCROWS** | $ 190.40 |

**CLOSING EXPENSES**

| | | | |
|---|---|---|---|
| Mortgage Tax | | Service Charge | 197.50 |
| Recd'g Mtge. | | Appraisal | 25.00 |
| Title Insurance | | Credit Report | 18.00 |
| Truth in Lending | 5.00 | Survey | |
| | | **TOTAL CLOSING EXPENSES** | $ 227.50 |

**INTEREST** to June 1st, 1971 46.09

**TOTAL** $ 463.99

Received payment by cash/check

**UNITED INSTITUTIONAL SERVICING CORP.**

By: _____

***APPROXIMATE MONTHLY PAYMENTS**

| | | |
|---|---|---|
| Principal and Interest | $ | |
| FHA Premium | | 8.20 |
| Taxes | | 37. |
| Water & Sewer Chge. | | 10. |
| Insurance | | 10. |
| Adjustment to Nearest $ | | .37 |
| Total Monthly Accruals | | 65.57 |

**Regular Monthly Payments**

$ 131.43

**1ST PAYMENT DUE** 7-1-71

65.57

**TOTAL** $ 197.00

The undersigned acknowledges the receipt of a copy of the above Loan Closing Statement and agrees to the correctness thereof, and authorizes and ratifies the disbursements of the fund as stated in the Certificate of Disbursement as shown on the back of this statement.

Dated: 5-20-71

Signed _____ Borrower

_____ Borrower

**TO BE FILLED IN BY CLOSING ATTORNEY**

The Following Items Were Collected on Behalf of Title Company

| | | |
|---|---|---|
| Recording of: Deed | Mtge. | $ |
| Mortgage Tax | Revenue Stamps | |
| Title Policy for Mortgage | | |
| Title Policy - Fee | | |
| Other - Explain | | |
| | **TOTAL** | $ |

| | |
|---|---|
| Escrow | |
| CF | |
| Surv. | |
| Int. | |
| P/E | |
| C/R | |
| App. | |
| T | |

*PLEASE NOTE—No representation is made as to amount of future Taxes, Water Charges or Insurance Premiums

# CERTIFICATE OF DISBURSEMENTS

Premises 719A Quincy Street Amount of Loan $ 19,750.00

DISBURSED AS FOLLOWS: Loan No. 71-05-

| | |
|---|---|
| ULSC | 1481.25 |
| ULSC | 463.99 |
| AMERICAN TITLE INS. CO. | 5700. |
| AMERICAN TITLE INS. CO. | 498.60 |
| LESCHACK and GRODENSKY, Esqs. | 659.19 |
| ARTHUR TAPPER | 100. |
| ARCHIBALD OBOLER | 312.01 |
| CARDINAL MANAGEMENT CO. INC. | 3522.75 |
| ULSC (FHA escrow) | 1500. |
| ULSC (for dismissal violations) | 5000. |
| ULSC | 197.50 |
| ARNOLD F. BROWN | 175.00 |
| DANA TAUTVILAS | 139.71 |

Seller: $

Closer: PA Date 5-20-71 TOTAL DISBURSED $

**INSURANCE Following must be completed at closing

Total amount of insurance required $ 20,000.00

Insurance in Force $ Description of Property 2 family brick

(1) Policy No. FP 24361 Company The Aetna Casualty & Surety Corp.

Face Amount of Policy $ 25,000.00

Expiration Date 3-8-72

(2) Policy No. Company

Face Amount of Policy $

Expiration Date

Face Amount of Policy $

Company

FOR COMPANY INFORMATION:

(1) Broker Cardinal Community Service Corp. Address 1884 Dear Park Avenue

Telephone No. Is Premium Paid

By Whom Amount Paid

(2) Broker Address

Telephone No. Is Premium Paid

By Whom Amount Paid

FHA No. _____ VA No. _____ TITLE No. MTGE. _____

BROKER R & W

# UNITED INSTITUTIONAL SERVICING CORP.

25 WEST 43rd STREET, NEW YORK, N. Y. 10036

CLOSING STATEMENT ON LOAN NO. 71-01

Section 11 Block 3417 Lot 44

Mortgagor: CHARLES JACKSON, JR.

Mortgaged Property: 183 Covert Street, Brooklyn, New York

Purchase Price $ _____ Previous Owner Richard Payne and Ethel Jones, as joint tenants

Attorneys Present: Seller: _____

Purchaser: Arnold Bruno 1 Rockefeller Plaza, NYC

Title Co: Irwin Smith Metropolitan Title

AMOUNT OF LOAN: $ 19,250.00 Term 30 years Rate 8 1/2 %

**ESCROWS**

| | | | |
|---|---|---|---|
| FHA Mortgage Insurance Premium (1 mo.) | | | $ 7.99 |
| FHA Mortgage Insurance Premium (1 mo.) | | | ~~7.99~~ |
| **TAXES** | | | |
| City or Village 2 | mo. | 38.00 | 76.00 |
| Town or County | " | | |
| School | " | | |
| Water & Sewer Charges 2 | " | 8. | 16.00 |
| **INSURANCE** (Over)** | | | |
| Fire Insurance 4 | " | 12. | 48.00 |
| Add'l. Fire Insurance | " | | |
| Extended Cov. | " | | |
| | | TOTAL ESCROWS | $ 155.98 |

**CLOSING EXPENSES**

| | | | |
|---|---|---|---|
| Mortgage Tax | | Service Charge | ~~192.50~~ |
| Recd'g Mtge. | | Appraisal | 60.00 |
| Title Insurance | | Credit Report | ~~& TIL 23.00~~ |
| | | Survey | |
| | | TOTAL CLOSING EXPENSES | $ 275.50 |

INTEREST ~~to February 1st, 1971~~ ~~27.27~~

TOTAL $ ~~458.75~~

Received payment by cash/check

**UNITED INSTITUTIONAL SERVICING CORP.**

By: _____

***APPROXIMATE MONTHLY PAYMENTS**

| | | |
|---|---|---|
| Principal and Interest | $ | |
| FHA Premium | | 7.99 |
| Taxes | | 38. |
| Water & Sewer Chge. | | |
| Insurance | | 8. |
| Adjustment to Nearest $ | | 12. |
| Total Monthly Accruals | | ~~.98~~ 66.97 |

**Regular Monthly Payments**

$ ~~148.03~~

**1ST PAYMENT DUE** 3/1/71

66.97

TOTAL $ 215.00

The undersigned acknowledges the receipt of a copy of the above Loan Closing Statement and agrees to the correctness thereof, and authorizes and ratifies the disbursements of the fund as stated in the Certificate of Disbursement as shown on the back of this statement.

Dated: 1/26/71 Signed Charles Jackson Jr.

Borrower

Borrower

**TO BE FILLED IN BY CLOSING ATTORNEY**

The Following Items Were Collected on Behalf of Title Company

| | | |
|---|---|---|
| Recording of: Deed | Mtge. | $ |
| Mortgage Tax | Revenue Stamps | |
| Title Policy for Mortgage | | |
| Title Policy - Fee | | |
| Other - Explain | | |
| | TOTAL $ | |

| | |
|---|---|
| Escrow | |
| CF | |
| Surv. | |
| Int. | |
| P/E | |
| C/R | |
| App. | |
| T | |

*PLEASE NOTE—No representation is made as to amount of future Taxes, Water Charges or Insurance Premiums

# CERTIFICATE OF DISBURSEMENTS

Premises 183 Covert Street, Bklyn. Amount of Loan $ 19,250.00

DISBURSED AS FOLLOWS: Loan No. 71-01-

| | |
|---|---|
| UISC | $ 1155.00 |
| UISC | 192.50 |
| UISC | 458.75 |
| UISC | $ 10137.42 |
| IRWIN SMITH | 40. |
| K & K HEATING CO. INC. | $ 20.26 |
| METROPOLITAN TITLE COMP. | 8130.79 |
| UISC (FHA escrow) | $ 1000. |
| METROPOLITAN TITLE COMP. | 458.60 |
| METROPOLITAN TITLE COMP. | $ 972.55 |
| ARNOLD BRUNO | 250. |
| MILES A. GALIN | $ 934.13 |
| DANA TAUTVILAS | 1500. |
| | $ |
| Seller: | $ |

Closer: PA Date: 1-26-71 TOTAL DISBURSED $

**INSURANCE Following Must be completed as closing:

Total amount of insurance required $ 19,500.00

Insurance in Force $ Description of Property 2 family frame

(1) Policy No. 345 439 Company The Home Insur. Comp.

must be increased $5,000. Face Amount of Policy $ 15,000.

Expiration Date

(2) Policy No. Company

Face Amount of Policy $

Expiration Date

Face Amount of Policy $

Company

FOR COMPANY INFORMATION:

(1) Broker Leon Schaffer Address 1440 Bdway, New York City, N.Y.

Telephone No. Is Premium Paid

By Whom Amount Paid

(2) Broker Address

Telephone No. Is Premium Paid

By Whom Amount Paid

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

*PLEASE NOTE—No representation is made as to amount of future Taxes, Water Charges or Insurance Premiums

Helen Jackson
w/ to Jackson Jr.

UNITED INSTITUTIONAL SERVICING CORP.
25 WEST 43rd STREET, NEW YORK, N.Y. 10036 ☎ 212-695-5050

Fm. Lowell Waterman
c/o UISC

Date: June 20 1971

Re: Mtge. # 2264-100
Name
Premises 183 Court St.
Brooklyn, N.Y.

Gentlemen:

In accordance with your request, we list below the information for satisfaction of the mortgage on the above captioned premises. All figures are given upon the condition that they will not be considered as an estoppel against this company.

| | |
|---|---|
| Unpaid principal after the Oct 69 payment | $ 866738 |
| Interest from 10/1/69 to 1/31/71 | $ 69374 |
| Attorney's fee for preparation of satisfaction | $ 20.00 |
| Service Charge | $ 2.00 |
| Accrued late charges | $ -0- |
| ~~Prepayment penalty~~ Estimated Attorneys expenses | $ 500.00 |
| ~~Miscellaneous~~ Escrow Advances | $ 257.60 |
| Total amount to be paid to satisfy the mortgage | $ 10137.42 |

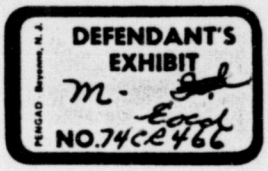
The above amount must be paid in cash, or by certified check or bank money order drawn to the order of United Institutional Servicing Corp. or or before after which date the per diem rate will be $ .

The funds held in the tax and insurance account (escrow account) are currently estimated at $ 7.76 but may not be deducted from the total amound necessary for satisfaction.

(CONTINUED)

2114

IN EU1




April 6, 1972

United Institutional Servicing Corp.
370 Lexington Avenue
New York, New York 10017

Attention: Mr. Edwin Katz

Re: 719A Quincy Street
Brooklyn, New York
Closing No. 71-05-103

Dear Mr. Katz:

This letter will authorize your company to withdraw the sum of $2,000.00 from the escrow account set up to cover the above captioned premises, in order to pay up the arrears owing on this mortgage through the month of April 1972 and also cover any and all foreclosure costs incurred to this date.

Very truly yours,

Guillermo O. Quevas

Approved and Consented To

By: County Line Collateral Corp.

By: Algis Gale V.P.
Algis Gale, Vice President

# AMERICAN TITLE INSURANCE COMPANY

360 Lexington Avenue • New York, N. Y. 10017

## RECEIPT AND DEPOSIT AGREEMENT

TITLE No. 04-26562 DATED MAY 21 19 71

AMERICAN TITLE INSURANCE COMPANY, as Depositary, acknowledges receipt from the *undersigned* Depositor, of the sum of FIVE THOUSAND SEVEN HUNDRED — Dollars ($ 5,700.—),

Check Which — Cash ☐ Cashier Check ☐ Certified Check ☐ Personal Check ☐ **

(NOTE **: Closers are not to accept uncertified checks in excess of $100.00 for the payment of taxes or any other liens, directly or through agency, without the approval of a company officer).

as indemnity and security for the payment, satisfaction, discharge or disposition of the following liens, encumbrances, charges or other matters to cover the following items:

PAY 1966/67 1 + 2 HALVES 1967/68 1 + 2 HALVES
1968/69 1st half + 3 + 4 Quarters 1969/70 4 Quarters
1970/71 4 Quarters 1968 - 1969 - 1970 - 1971 water + Sewer
HOLD BAL pending proof of payment FRANCHISE & NYC BUSINESS
TAX COUNTY-LINE COLLATERAL CORP + 719 A. Quincy Street CORP.
EMERGENCY REPAIR 12/31/70 315.41 — Business - State Tax Commission US
719 A Quincy Street CORP.

affecting premises known as 719A Quincy St. Town

Ward Section 6 Block 1627 Lot 84 Village County KINGS

upon the terms, covenants and conditions, as follows and as mentioned on the reverse side hereof, which conditions hereby are made part of this agreement as if fully set forth herein:

CHECK WHICH

☑ The Depositary is hereby authorized out of said Deposit to pay, satisfy, discharge or otherwise dispose of said items immediately. The Depositor agrees to pay to the Depositary any deficiency in the event that the Deposit is not sufficient to pay said items together with costs or expenses that the Depositary may incur in paying or disposing of same.

☐ The Depositor agrees to produce proper paid vouchers, or other evidence of payment or disposition of said items aforesaid, in form satisfactory to the Depositary before 90 DAYS If such vouchers, etc. are not produced before said date, the Depositary is authorized to pay, satisfy, discharge or otherwise dispose of said items, to retain counsel in connection therewith if it deems it necessary and to pay such counsel out of said Deposit. The Depositor agrees to pay to the Depositary any deficiency in the event that the Deposit is not sufficient to pay or dispose of said items and fees, together with any costs or expenses that the Depositary may incur in paying or, disposing of same.

AMERICAN TITLE INSURANCE COMPANY
By [signature] (Signature of Depositary)

Name, Address and Telephone Number of Depositor's Attorney
ARCHIBALD OBELER
44 COURT St. B'KLYN N.Y.

AGREED TO:
COUNTY-LINE COLLATERAL CORP.
Print Name of Depositor

Signature of Depositor

87-12 PARSONS BLVD JAMAICA
Print Address of Depositor

Balance To Be Returned To . . . . . Depositor ☒ Attorney ☐ Other ☐

NOTE TO CLOSER — Where deposit is made by a corporation, obtain an individual guaranty as follows:

To induce Depositary to enter into this agreement, the undersigned guarantees the payment and the performance of all of the obligations of Depositor hereunder.

Witness Signature L.S.

GD-10-8-66

See Reverse Side

PREPARE IN TRIPLICATE

213A

OK w/ Subst

Roe

URBAN DEVELOPMENT
SING ADMINISTRATION

Form Approved
Budget Bureau No. 63-R266.

# OR VERIFICATION OF DEPOSIT

1. FHA Case No. *(When available)*

2. NAME OF APPLICANT

Charles Jackson, Jr.

3. ADDRESS

331 B. 68th St.-Arverne, NY 11692

In an application made to the undersigned institution for a loan to be insured by the Federal Housing Administration, the above-named borrower has indicated in his financial statement the balance on deposit with you as shown on this form.

Name and Address of Bank or Other Depository

Peninsula National Bank
B.67th St. & Beach Channel Dr.
Rockaway, NY

4. Date

Nov. 3, 1970

5. Balance

~~XXX~~ $4,000.00

6. Type of Account

#12726

This confirmation is to be forwarded to us for the confidential use of ourselves and the Federal Housing Administration together with any other information that may be of assistance in rendering a decision.

The applicant's signed statement authorizes the Commissioner and Mortgagee to verify the statements contained in his application by communicating with any of the firms or institutions named therein.

Any statements on your part or on the part of any of your officers as to the responsibility or standing of any person, firm or corporation is a matter of opinion and given as such, and solely as a matter of courtesy, and for which no responsibility is attached to your institution or any of your officers.

**PLEASE RETURN COMPLETED FORM TO THE UNDERSIGNED MORTGAGEE**

Name and Address

UNITED INSTITUTIONAL
SERVICE CORP.
[illegible]
HEMPSTEAD, L. I. 11550

DELTA CAPITAL CORP.
[illegible] ...TON AVE., HEMPSTEAD, N. Y. 11550
34354

(Date of this Request)

Charles Jackson, Jr.
(Signature)

## VERIFICATION OF BANK OR OTHER DEPOSITORY

| 7. Is statement approximately correct? ☐ YES ☐ NO | If "No" Amount $ 775 | 10. Loans outstanding to applicant | Date of Loan | Balance Outstanding |
|---|---|---|---|---|
| 8. Account less than 2 months | Date opened | SECURED | | $ |
| 9. Approximate balance past 2 months | Average $ | UNSECURED | | $ |

11. Additional information

DEFENDANT'S EXHIBIT
D- Sat Excd
NO. 74CC466

opened 10-27-69

DELTA CAPITAL CORP
NOV 12 1970
Rcvd

This information is furnished to you in strict confidence in response to your request and is solely for use by you and the Federal Housing Administration in connection with the above application for a loan.

| 12. Date | 13. Official title | 14. Signature |
|---|---|---|
| 11-10-70 | Manager | [signature] |

* U.S. GOVERNMENT PRINTING OFFICE : 1966 O—221-327

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - X

AMSTERDAM FEDERAL SAVINGS AND LOAN ASSOCIATION,

Plaintiff,

-against-

CHARLES JACKSON, JR., and CATHARINE and ROSE TOLER,

Defendants.

: Index No. 2353/1972

: AFFIDAVIT

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - X

STATE OF NEW YORK )
: ss.:
COUNTY OF NEW YORK )

ALEXANDER S. IRVING, being duly sworn, deposes and says:

I am a member of the firm of Katz, Wittenberg, Levine & Silverman, attorneys for United Institutional Servicing Corp. (United). I submit this affidavit in opposition to the motion by Ethel Jones for an order staying the foreclosure action brought by Amsterdam Federal Savings and Loan Association (Amsterdam Federal), against Charles Jackson, Jr. and Catharine and Rose Toler.

The facts are fully set forth in the affidavit of Harold Fisher, Senior Vice-President of United Institutional Servicing Corp., submitted herewith.

It appears that in January 1971, Ethel Jones was hopelessly in arrears on the first mortgage covering premises 183 Covert Street, Brooklyn, New York, held by Amsterdam Federal. She owed on this mortgage the principal sum of $8,667.38 with interest at the rate of 6% per annum from October 1, 1969. In addition, arrears of taxes amounted to $1,040.93 and there were a number of unpaid judgments against Ethel Jones. Since Ethel Jones was in arrears on the Amsterdam Federal mortgage for a period



upon the person so served to be the person mentioned and described in said papers as the herein, by delivering a true copy thereof to h personally. Deponent knew the therein.

15 months, Amsterdam Federal brought suit to foreclose its mortgage. Ethel Jones interposed no defense to this foreclosure action. Subsequently an application for an F.H.A. mortgage was submitted to United by R & W Associates, a broker who had placed applications for other F.H.A. mortgageswith United. The applicant was one Charles Jackson, Jr.

The F.H.A. finally approved a mortgage of $19,250. based on a purchase price in the amount of $20,500. When United received a commitment from F.H.A. by which said F.H.A. agreed to insure a loan on this property, if made by Jackson, for the sum of $19,250., the matter was set down for closing. At this closing, Jackson appeared with his attorney, Arnold Bruno, and executed the note and mortgage to United in the amount of $19,250.; and United advanced the sum of $19,250. (upon Jackson's approval) to the various lienors, including the first and second mortgagees; tax arrears were paid to the title company, and at Jackson's request, Arnold Bruno was paid a fee of $250. for services in representing Jackson at the closing. United thereafter assigned the note and mortgage, executed by Jackson, to Amsterdam Federal. When Jackson defaulted in the payment of monthly installments due on the mortgage of $19,250., the F.H.A. was notified of the default. Friedland & Levinson, as attorneys for Amsterdam Federal, instituted a foreclosure action. It is this foreclosure action that Ethel Jones seeks to stay on some theory that she was induced by Algis Gale to convey the property to Jackson.

I submit that upon the sale of the premises, Ethel Jones may have expected to realize some monies after all arrears were paid. These arrears may have been more than she anticipated, and therefore left nothing or very little for her. Her disappointment is now being



upon herein, by delivering a true copy thereof to h personally. Deponent knew the therein.

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expressed by this action, in which essentially she evidently desires the property free of all mortgages, liens and encumbrances.

The complaint seeks judgment that Charles Jackson, Jr. be directed to reconvey the property 183 Covert Street, Brooklyn, New York to the plaintiff, Ethel Jones, since she is the lawful owner of the property and contends that she was induced to give a deed to Charles Jackson, Jr. by fraud practiced on her by Algis Gale.

The Jones cause of action is against Jackson and Gale. Amsterdam Federal seeks only to foreclose its mortgage on the property. It does not seek to prevent Charles Jackson, Jr. from reconveying the property to Ethel Jones. If Ethel Jones is prepared to make the payments due on the mortgage so as to bring the mortgage up to date, Amsterdam Federal, if it obtains the permission of the F.H.A., would permit the mortgage to be reinstated. However, Ethel Jones does not allege that she is prepared to pay the arrears of principal, interest and taxes pursuant to the terms of the mortgage and, under the circumstances, clearly has no complaint as against either Amsterdam Federal or United.

The court's attention is called to the fact that the allegation in the Jones' complaint that Gale was an agent for the mortgagees and that United and Amsterdam Federal participated in a fraud perpetrated on Ethel Jones, are alleged upon information and belief, but the source of such information and the grounds of such belief are not set forth. As a matter of fact, the allegations as to agency and fraud are not only speculative but it is submitted that they are alleged merely for the purpose of giving color to the Jones cause of action. In the affidavit of Harold Fisher, he most positively denies the existence of either agency on the part of Gale or fraud on the part of United or Amsterdam Federal.



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upon the person so served to be the person mentioned and described in said papers as the herein, by delivering a true copy thereof to h personally. Deponent knew the therein.

There are numerous inconsistencies in the complaint and in the affidavit submitted by Jones on this application. Thus, although Jones claims that she did not know how to read or write and did not know what she was signing but followed Gale's instructions, yet in Paragraph 20 of the complaint, she alleges that she gave a deed of the property to Gale as he would need the same for a few days and would then return it to her. Apparently, she knew that she signed a deed conveying the property to Jackson and apparently she anticipated that the property would be reconveyed to her by Jackson.

It also appears from the moving papers that Jackson states that his name was placed by Algis Gale on the deed without his permission. Yet, Jackson signed the note and mortgage and signed all the checks that were given out at the closing under the words "Payment Approved". It is clear that Jackson's statement in his affidavit is false. If, as Jackson contends, he is not the real owner of the property but merely a nominee chosen by Gale to enable Jones to obtain refinancing of the mortgage on the property, then it is difficult to understand why Jackson did not reconvey the property to Jones. And if the property were to be reconveyed to Jones, she would be in the same position with reference to the present foreclosure action. Jones has in no way stated that she desires to take over the property and pay the arrears due on the mortgage covering the same.

If any fraud has been perpetrated in this case, it is a fraud perpetrated by Ethel Jones, by Charles Jackson, Jr., and by Algis Gale upon the Federal Housing Administration, upon United Institutional Servicing Corp., and upon Amsterdam Federal Savings and Loan Association. Jackson signed applications of the Federal Housing Administration with



upon herein, by delivering a true copy thereof to h personally. Deponent knew the
the person so served to be the person mentioned and described in said papers as the therein.
Sworn to before me, this day of 19

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statements as to his financial responsibility for the purpose of obtaining the approval of the Federal Housing Administration to a mortgage to be executed by him. If he never intended to be liable on this mortgage, he definitely perpetrated a fraud on the Federal Housing Administration, and on United Institutional Servicing Corp. and Amsterdam Federal Savings and Loan Association.

It is respectfully submitted that the application of the plaintiff, Ethel Jones, for a stay herein should be denied and the plaintiff, Amsterdam Federal Savings and Loan Association, should be permitted to proceed with its foreclosure action.

Sworn to before me this
5th day of September, 1972.

Alexander S. Levine

SYLVIA JURO
NOTARY PUBLIC, State of New York
No. 31-2013057
Qualified in New York County
Commission Expires March 30, 1973



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upon
the herein, by delivering a true copy thereof to h personally. Deponent knew the
person so served to be the person mentioned and described in said papers as the therein.
Sworn to before me, this day of. 19

FRANK D. WITTENBERG (1966)

KATZ, WITTENBERG, LEVINE & SILVERMAN
COUNSELLORS AT LAW
370 LEXINGTON AVENUE
NEW YORK, N.Y. 10017

August 17, 1971

R & W Associates
1103 Rutland Road
Brooklyn, New York

Re: 71 05 103

We represent the holder of the mortgage on the above captioned premises owned by you. Please be advised that the holder of the mortgage has elected to declare the entire principal of said mortgage, in the amount of $ 19,750.00 due and payable by the reason of your default in making the monthly payments as provided in the bond and mortgage, and that we have been instructed to institute forclosure proceedings unless arrears are paid and your loan is current by August 24, 1971.

Very Truly yours,

KATZ, WITTENBERG, LEVINE
& SILVERMAN

B. H. Silverman

Bennet Hugh Silverman

BHS
cc: Guillermo Guevas
719 A. Quincy St.

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*PLEASE NOTE—No representation is made as to amount of future Taxes, Water Charges or Insurance Premiums

at foreclosure on July 27,1972.

These defendants were lulled to sleep by the agreement of April6, 1972 and as a result did not interpose an answer to the complaint.

These defendants are entitled to have thei day in court which was denyed them by the high handed tactics of the plaintiff.

The plaintiff does not have a meritorious cause of action and this defendant has a good and meritorious defense.

The foreclosure sale should be set aside, the judgment vacated and these defendants be permitted to interpose their answer to the complaint and a proposed answer is annexed to these papers.

In order to obtain the judgment of foreclosure, an officer of the plaintiff made an affidavit which computed interest on the mortgage from September 1,1971. To say the least this certainly was in error.

THAT NO PREVIOUS APPLICATION WAS MADE FOR THE RELIEF SOUGHT HEREIN.

WHEREFORE, your affiant prays that this motion be granted and these defendants be permitted to interpose the proposed answer.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated, New York,N.Y.
August 2,1972.

Irving I. Steinman

IRVING I. STEINMAN

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the ... person so served to be the person mentioned and described in said papers as the ... therein.

Sworn to before me, this ... day of ... 19 ...

BY ENDORSEMENT THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

| DATE | | AMOUNT | |
|---|---|---|---|
| Re: 668 Halsey St. | | | |
| Floor #2 | | | |
| TOTAL OF INVOICES | | | |
| LESS ___% DISCOUNT | | | |
| LESS | | | |
| TOTAL DEDUCTIONS | | | |
| AMOUNT OF CHECK | | | |

No. 24

RICHMOND HILL, N.Y. April 28 19 71 1-812/213 J

PAY TO THE ORDER OF GUILLERMO OSCAR CALDERON $ 100 00

ONE HUNDRED AND 00/100 DOLLARS

CARIAN OPERATING CORP.

BY: Allyn Gale

UNITED NATIONAL BANK
IN NEW YORK
117-20 JAMAICA AVE.
RICHMOND HILL, N.Y.

⑆0213⑈0812⑆

DEFENDANT'S EXHIBIT V- Exed NO. 74 CC 466

PENGAD Bayonne, N.J.

223

FBI LABORATORY

OF HOUSING AND URBAN DEVELOPMENT
AL HOUSING ADMINISTRATION

2. FHA Case No. 373 169702 BSRC 2068

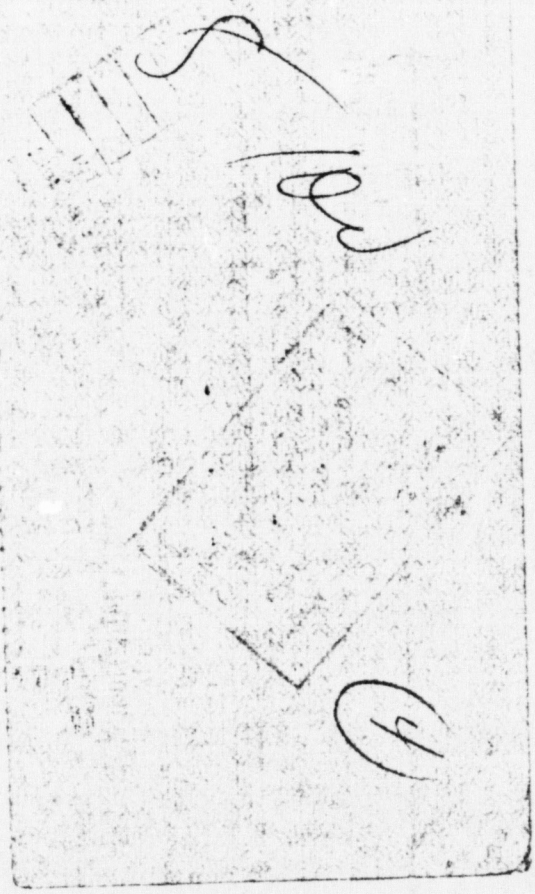
3. PROPERTY ADDRESS 719A Quincy Street, Bklyn, NY

MORTGA[illegible]'S APPLICATION FOR MORTGAGOR APPROVAL AND COMMITMENT FOR MORTGAGE INSURANCE UNDER

4. MORTGAGORS: Guillerma Cuevas Age 27

Guillermo O Calderon

581-841-0084



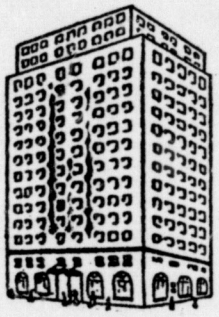
CONSULT YOUR LAWYER

FBI LABORATORY

**THIS AGREEMENT,** made the 19th day of NOVEMBER, nineteen h

BETWEEN

COUNTY-LINE COLLATERAL CORP. a domestic corporation with



No. _____ Nov. 17th 19 72

Received from K Gale

$100.00 Dollars for ~~Rent of~~ Repair Work

No. 437 Herkimer St Street

for ~~Month ending~~ on Account

$ 100.00 Orig. Owed

DEFENDANT'S EXHIBIT U- E.rd NO. 74 CE 466

224

The price is TWENTY-ONE THOUSAND FIVE HUNDRED ($21,500.00) Dollars, payable as follows:

ONE THOUSAND FIVE HUNDRED ($ 1,500.00) Dollars,

SUPREME COURT : KINGS COUNTY

UNITED INSTITUTIONAL SERVICING CORP.

Plaintiff

against

AFFIRMATION

GUILLERMO O. CUEVAS, et al.

Defendants

The undersigned, an attorney admitted to practice in the courts of the State of New York. shows:

That he is the attorney for the defendants Guillermo O. Cuevas and Rose Cuevas.

That this is an action to foreclose a first mortgage on premises, 719A Quincy Street, in the Borough of Brooklyn, City of New York.

That as appears from the affidavit of Guillermo O. Cuevas, the premises in question were purchased on or about May 20th,1971 from County Line Collateral Corp. and a mortgage of $ 19,750.00 was made and delivered to the plaintiff herein, which is the mortgage being foreclosed herein.

At the closing $6,000.00 was placed in escrow with the plaintiff herein for the removal of violations and obtaining a Certificate of Occupancy. This work was to have been completed within thirty days but wasn't.

When these defendants saw that the certificate had not been issued they stopped making payments under the mortgage and the plaintiff commenced this foreclosure by filing the summons and complaint and lis pendens on March 6,1972 in the office of the Clerk of Kings County.

A meeting was then held in the office of the plaintiff on April 6,1972 between Mr. Cuevas, Mr. Gale of County Line Collateral Corp and Mr. Edwin Katz of the plaintiff and a letter was drawn whereby Mr. Cuevas and Mr. Gale consented to the withdrawal of $ 2,000.00 from the escrow held by plaintiff to pay all arrears on the mortgage and all foreclosure expense up to that time. This constituted a settlement of the foreclosure action and the lis pendens should have been cancelled and discharged of record. This was not done.

However, this was not done and the plaintiff proceeded with the foreclosure action, entered a judgment of foreclosure and proceed to sell the premises

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the person so served to be the person mentioned and described in said papers as the therein.

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - X

AMSTERDAM FEDERAL SAVINGS AND LOAN ASSOCIATION, : Index No. 2353/1972

: AFFIDAVIT

Plaintiff, :

-against- :

CHARLES JACKSON, JR., and CATHARINE and ROSE TOLER, :

Defendants. :

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - X

STATE OF NEW YORK )
: ss.:
COUNTY OF NEW YORK )

HAROLD FISHER, being duly sworn, deposes and says:

I am Senior Vice-President of United Institutional Servicing Corp. (United). I submit this affidavit in opposition to the application of Ethel Jones for an order staying the foreclosure sale of premises known as 183 Covert Street, Brooklyn, New York. At all the times prior to April, 1972, I was Treasurer of United Institutional Servicing Corp. and I am fully familiar with the facts set forth in this affidavit.

Ethel Jones acquired title to premises 183 Covert Street, Brooklyn, New York in January 1964. She paid therefor the sum of $23,000. She took subject to a first mortgage for $12,000. on this property from U I & I Funding Corp. (now United Institutional Servicing Corp.) which mortgage was assigned to the plaintiff, Amsterdam Federal Savings and Loan Association (Amsterdam Federal). She obtained a second mortgage for $8,986. from Decatur Estates, Inc. which was subsequently assigned to Miles A. Galin. The balance of the purchase price was paid in cash.

In January, 1971, the mortgage held by the Amsterdam

-1-

225

herein, by delivering a true copy thereof to h personally. Deponent knew the to be the person mentioned and described in said papers as the therein.

11-6

If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

If there be a water meter on the premises, the seller shall furnish a reading to date not more than thirty days prior to the time

Federal Savings and Loan Association was hopelessly in arrears. Interest at the rate of 6% per annum and installments of principal had not been paid since November 1, 1969, a period of 15 months, and the arrears due thereon for interest, principal and taxes was in excess of $2,100.

In January, 1971, Amsterdam Federal Savings and Loan Association instituted suit to foreclose its mortgage. While the action was pending, an application was received by United Institutional Servicing Corp. from one Charles Jackson, Jr. for a new mortgage on this property. United submitted Jackson's application for a mortgage to the Federal Housing Administration (F.H.A.) which, after examination of the property and the financial statement submitted by Jackson, agreed to insure a loan in the amount of $19,250. The application was made by Herman Robbins and Lowell Weinerman, doing business as R & W ASSOCIATES, real estate brokers. When United received the commitment from the Federal Housing Administration by which they agreed to insure a mortgage to be made on the property by Charles Jackson, Jr. in the amount of $19,250., the matter was set down to close at the office of United Institutional Servicing Corp. on January 26, 1971. On that date the closing was held. Both Ethel Jones and Charles Jackson, Jr. attended at the closing and Jackson delivered to the Metropolitan Title Guaranty Company, which was insuring the title to the mortgage, a deed of the premises from Ethel Jones to Charles Jackson, Jr. Jackson executed the note and mortgage in F.H.A. form and United paid at the closing the sum of $19,250. in satisfaction of the existing first mortgage held by Amsterdam Federal Savings and Loan Association, in payment of the unpaid taxes and of the various judgment liens against the property and the satisfaction of the second mortgage. There was also paid at the closing to Arnold Bruno,



upon herein, by delivering a true copy thereof to h personally. Deponent knew the
the person so served to be the person mentioned and described in said papers as the therein.

CREDIT FINANCIAL STATEMENT AS OF _____ 19___ DEBIT

Paid on signing Contract..... Purchase Price .....

attorney for Jackson, the sum of $250. All payments were approved by Jackson and presumably by his attorney, Arnold Bruno, who was present at the closing.

Metropolitan Title Guaranty Company insured the mortgage to United Institutional Servicing Corp. The mortgage was duly recorded in the office of the Register of Kings County and assigned to Amsterdam Federal Savings and Loan Association. Jackson defaulted in the payment of the installments of interest and principal which became due on the note and mortgage for $19,250. Suit for foreclosure of the mortgage was accordingly brought by Friedland & Levinson in behalf of Amsterdam Federal Savings and Loan Association, as plaintiff, against Charles Jackson, Jr., the owner of the property, and Catharine and Rose Toler, tenants of the mortgaged premises 183 Covert Street, Brooklyn, New York.

Ethel Jones has brought suit to set aside the conveyance of the premises 183 Covert Street from herself to the defendant, Charles Jackson, Jr., on the theory that she was deceived and defrauded by one Algis Gale who induced her to sign a deed conveying the property to the defendant, Charles Jackson, Jr. She alleges in her complaint, upon information and belief, that both United Institutional Servicing Corp. and Amsterdam Federal Savings and Loan Association participated in the fraud practiced on her by Algis Gale and that Gale was an agent for United Institutional Servicing Corp.

Deponent states that at no time was Algis Gale, an agent for either United or Amsterdam Federal. Gale was completely unknown to the plaintiff and under no circumstances could he have been its agent. United knew Gale as a real estate broker who had offered several mortgage loans to United either directly or thru other real estate brokers.



upon herein, by delivering a true copy thereof to h personally. Deponent knew the
the person so served to be the person mentioned and described in said papers as the therein.
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13. PROPERTY ADDRESS

upon herein, by delivering a true copy thereof to h personally. Deponent knew the
the therein.
person so served to be the person mentioned and described in said papers as the

However, deponent repeats most positively that at no time was Algis Gale an agent for either United or Amsterdam Federal and that if any fraud was perpetrated on Ethel Jones by Gale, neither United nor Amsterdam Federal were parties to such fraud and that the mortgage in question which is sought to be foreclosed by the plaintiff herein was made by Charles Jackson, Jr. as owner of the property in question without knowlege or suspicion that Ethel Jones was being defrauded.

There are a number of errors in the moving papers submitted in behalf of Ethel Jones but deponent desires to call particular attention to the error in the statement made in Paragraph 11 of the complaint of Ethel Jones that she made mortgage payments averaging $150. per month for the first two years of the term of the mortgage and subsequently made mortgage payments averaging $225. per month for the next five years. Clearly, it is sought by this allegation to give the court the impression that payments were made on the mortgage for the period from 1964, the date of the origination, through 1971. The fact is, however, that Ethel Jones defaulted in the payments on the mortgage in the year 1969 and the last payment she made was the payment due for the month of October 1969. Thus, the payments made on the mortgage were not made for the period of seven years but for a period of five years and seven months.

Furthermore, Ethel Jones would have the court believe that she paid to United on its mortgage the sum of $225. per month. Actually, she paid only the sum of $145. per month for principal, interest and taxes. While I am not aware of the payments that may have been made by Ethel Jones on the second mortgage, I call the court's attention to the fact that the payments made on the first mortgage amounted to $10,000. for interest, principal and escrow deposits, and not $17,000.



upon herein, by delivering a true copy thereof to h personally. Deponent knew the
the therein.

F.B.I. LABORATORY

OF HOUSING AND URBAN DEVELOPMENT
L HOUSING ADMINISTRATION

Budget Bureau No.63-R1062

2. FHA Case No.
373-168699-303

13. PROPERTY ADDRESS

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as apparently Ethel Jones would have the court believe.

Sworn to before me this

5th day of September, 1972.

Harold Fisher

SYLVIA JEREL
NOTARY PUBLIC, State of New York
No. 31-2012057
Qualified in New York County
Commission Expires March 30, 1973